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TITLE 7—AGRICULTURE

Subtitle A—Office of the Secretary of Agriculture

PART 6—IMPORT QUOTAS AND FEES

Sec.

- 6.1 Basis and purpose.
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- 6.7 Submission of recommendations under section 8 (a) (emergency treatment).
- 6.8 Representation at Tariff Commission hearings.
- 6.9 Information.

AUTHORITY: §§ 6.1 to 6.9 issued under R. S. 161, sec. 3, 62 Stat. 1248, as amended, sec. 8, 65 Stat. 75; 5 U. S. C. 22, 7 U. S. C. Sup. 624.

§ 6.1 *Basis and purpose.* (a) The purpose of this part is to prescribe the policies and procedures of the Department of Agriculture in discharging its responsibilities under section 22 of the Agricultural Adjustment Act (of 1933), as amended (hereinafter referred to as "section 22") and section 8 (a) of the Trade Agreements Extension Act of 1951 (hereinafter referred to as "section 8 (a)"), and Executive Order No. 7233.

(b) Section 22 requires the Secretary of Agriculture (hereinafter referred to as the "Secretary") to advise the President whenever he has reason to believe that any articles are being, or are practically certain to be, imported into the United States under such conditions and in such quantities as to render or tend to render ineffective, or materially interfere with, any program undertaken by the Department of Agriculture, or any agency operating under its direction, or to reduce substantially the amount of any product processed in the United States from any agricultural commodity or product thereof with respect to which such a program is being undertaken. If the President agrees that there is reason for such belief, the President is directed to cause an immediate investigation to be made by the Tariff Commission. Executive Order No. 7233,

issued November 23, 1935, among other things, provides that the Secretary may have representatives at hearings held by the Tariff Commission, who shall have the privilege of examining witnesses.

(c) Section 7 of the Trade Agreements Extension Act of 1951 (hereinafter referred to as "section 7"), requires the Tariff Commission, upon application of any interested party, or under certain other conditions, to make an investigation to determine whether any product upon which a concession has been granted under a trade agreement is, as a result, in whole or in part, of the duty or other customs treatment reflecting such concession, being imported into the United States in such increased quantities, either actual or relative, as to cause or threaten serious injury to the domestic industry producing like or directly competitive products.

(d) Section 8 (a) authorizes the Secretary to determine, in connection with an action proposed for any agricultural commodity under section 22 or under section 7 whether, due to the perishability of the agricultural commodity, a condition exists which requires emergency treatment. Whenever the Secretary makes and reports such determination to the President and to the Tariff Commission, the President is required to make his decision under section 7 or section 22 at the earliest possible date and, in any event not more than 25 calendar days after the submission of the Secretary's report to the Tariff Commission.

§ 6.2 *Responsibility for actions under section 22 and section 8 (a).* The primary responsibility within the Department of Agriculture for action on matters for which the Secretary is responsible under section 22 and section 8 (a) is assigned to the Administrator, Production and Marketing Administration (hereinafter referred to as the "Administrator"), but the Office of Foreign Agricultural Relations, and other offices, agencies, and bureaus of the Department whose activities will be affected by any action under section 22 or section 8 (a) shall be consulted by the Administrator in discharging his responsibility hereunder.

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§ 6.3 *Requests by interested persons for action by Department of Agriculture*—(a) *Section 22*. A request for action under section 22 should be submitted in duplicate to the Administrator, Production and Marketing Administration, United States Department of Agriculture, Washington 25, D. C. Such request shall include a statement of the reasons why action would be warranted under section 22 and shall be supported by appropriate information and data.

(b) *Section 8 (a)*. A request for action under section 8 (a) should be submitted in duplicate to the Administrator, Production and Marketing Administration, United States Department of Agriculture, Washington 25, D. C. Such request shall include a statement of the reasons why the commodity is perishable, and why, due to such perishability, a condition exists requiring emergency treatment, and shall be supported by appropriate information and data. A request under section 8 (a) submitted in connection with a proposed section 7 investigation shall not be acted upon until a section 7 application has been properly filed by the person making the request with the Tariff Commission, and a copy of such application and supporting information and data are furnished the Administrator.

§ 6.4 *Investigations*—(a) *Section 22*. The Administrator shall cause an investigation to be made whenever, based upon a request submitted pursuant to § 6.3 or upon other information available to him, he determines that there is reasonable ground to believe that the imposition of import quotas or fees under section 22 may be warranted, or that the termination or modification of import quotas or fees in effect under section 22 may be warranted.

(b) *Section 8 (a)*. The Administrator shall cause an immediate investigation to be made whenever (1) a request is received for emergency treatment in connection with an application properly filed with the Tariff Commission under section 7; (2) a request is received for emergency treatment under section 22 if the Administrator determines that there is reasonable ground to believe that the imposition of import quotas or fees under section 22 may be warranted; or (3) the Administrator, upon the basis of other information available to him, has reasonable ground for believing that emergency treatment under section 8 (a) is necessary. The Administrator shall expedite to the fullest practicable extent his attention to requests for emergency treatment under section 8 (a), and such requests shall receive priority over requests for other action under section 22. The investigation shall cover (1) whether the commodity is a perishable agricultural commodity; (2) whether, due to the perishability of the commodity, a condition exists requiring emergency treatment as indicated by such factors as (i) the marketing season for the commodity, (ii) past and prospective domestic production, stocks, requirements, and prices, (iii) past and prospective imports; and (3) such other matters as the Administrator determines are relevant to a determination as to whether emer-

gency treatment for the commodity is necessary. No public hearing shall be held in connection with investigations under this paragraph.

§ 6.5 *Hearings under section 22*. The Administrator is authorized to provide for such public hearings as he deems necessary to discharge the responsibility for action under section 22 vested in him by §§ 6.2 and 6.4 (a). In view of the need, however, for prompt action on requests for action under section 22, public hearings shall be held in connection with investigations conducted under § 6.4 (a) only when the Administrator determines that a public hearing is necessary to obtain supplementary information not otherwise available. Any public hearing which is held shall be conducted by representatives designated for the purpose by the Administrator; shall be preceded by such public notice as, in the opinion of the Administrator, will afford interested persons reasonable opportunity to attend and present information; and minutes of the proceedings at such hearing shall be obtained. Hearings shall be informal and technical rules of evidence shall not apply. Such hearings are for the purpose of obtaining information for the assistance of the Secretary. However, in discharging his responsibilities under section 22, the Secretary is not restricted to the information adduced at the hearings.

§ 6.6 *Submission of recommendations under section 22*. (a) The Administrator shall make a report to the Secretary upon the completion of each investigation made by him pursuant to § 6.4 (a). The report shall summarize the information disclosed by the investigation; shall contain the recommendations of the Administrator; and, in case action under section 22 is recommended, shall be accompanied by a suggested letter from the Secretary to the President recommending that the Tariff Commission be directed to conduct an investigation. Such report shall be submitted to the Office of Foreign Agricultural Relations and other offices, agencies, and bureaus of the Department of Agriculture whose activities would be affected, for concurrence or comment.

(b) The Secretary will recommend that the President direct the Tariff Commission to conduct an investigation under section 22 only if he has reason to believe, upon the basis of the information available to him, that import quotas or fees should be imposed.

§ 6.7 *Submission of recommendations under section 8 (a) (emergency treatment)*—(a) *Section 22*. The Administrator's report submitted pursuant to § 6.6 shall indicate whether or not emergency treatment is necessary. If emergency treatment is recommended, the report shall discuss the condition which requires emergency treatment and be accompanied by suggested letters from the Secretary to the President, to the Tariff Commission, and to the petitioner (if any) advising them of the Secretary's determination. The suggested letter from the Secretary to the President shall include a recommenda-

tion as to whether such emergency treatment should take the form of action by the President prior to receiving the recommendations of the Tariff Commission, or whether a decision by the President may appropriately be withheld until the recommendations of the Tariff Commission are received. If emergency treatment requested is not recommended, the report to the Secretary shall be accompanied by suggested letters from the Secretary to the petitioner and the Tariff Commission stating the action taken.

(b) *Section 7*. The Administrator shall make a report to the Secretary upon the completion of each investigation made by him pursuant to § 6.4 (b). The report shall summarize the information disclosed by the investigation, including the points listed in § 6.4 (b) which were considered in reaching the recommendation, and shall contain the recommendations of the Administrator as to whether or not emergency treatment is required. If emergency treatment is recommended, the report shall discuss the condition which requires emergency treatment and shall be accompanied by suggested letters from the Secretary to the President, to the Tariff Commission, and to the petitioner advising them of the Secretary's determination. The suggested letter from the Secretary to the President shall include a recommendation as to whether such emergency treatment should take the form of action by the President prior to receiving the recommendations of the Tariff Commission, or whether a decision by the President may appropriately be withheld until the recommendations of the Tariff Commission are received. If emergency treatment is not recommended, the report to the Secretary shall be accompanied by suggested letters from the Secretary to the petitioner and to the Tariff Commission stating the action taken. Each such report shall be submitted to the Office of Foreign Agricultural Relations and other offices, agencies, and bureaus of the Department of Agriculture whose activities would be affected, for concurrence or comment.

§ 6.8 *Representation at Tariff Commission hearings*. The Department of Agriculture shall be represented at all hearings conducted by the Tariff Commission under section 22 by persons designated by the Administrator, assisted by a representative of the Office of Foreign Agricultural Relations and a representative of the Office of the Solicitor. Such representatives shall present the recommendations of the Department of Agriculture, shall submit such information and data in support thereof as are available, and shall exercise the right of examining other witnesses which is granted to the Secretary.

§ 6.9 *Information*. Persons desiring information from the Department of Agriculture regarding section 22 or section 8 (a), or any action with respect thereto, should address such inquiries to the Administrator, Production and Marketing Administration, United States Department of Agriculture, Washington 25, D. C.

Rescission of prior regulations. Sections 6.1 to 6.9, inclusive, shall supersede the regulations issued September 12, 1951 (16 F. R. 9343).

Issued this 11th day of September 1952.

[SEAL]

CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 52-10058; Filed, Sept. 15, 1952;
8:49 a. m.]

Chapter VIII—Production and Marketing Administration (Sugar Branch), Department of Agriculture

Subchapter I—Determination of Prices

[Sugar Determination 873.5]

PART 873—SUGARCANE; FLORIDA

1952 CROP

Pursuant to the provisions of section 301 (c) (2) of the Sugar Act of 1948, as amended (hereinafter referred to as "act"), after investigation, and due consideration of the evidence presented at the public hearing held at Clewiston, Florida, on April 25, 1952, the following determination is hereby issued:

§ 873.5 *Fair and reasonable prices for the 1952 crop of Florida sugarcane.* A processor of sugarcane in Florida who, as a producer, applies for payment under the act shall be deemed to have complied with the provisions of section 301 (c) (2) of the act with respect to the 1952 crop, if the requirements of this section are met.

(a) *Definitions.* For the purpose of this section, the term: (1) "Price of raw sugar" means the price of 96° raw sugar in New York (duty paid basis, delivered) as determined in prior years; except that if the Director of the Sugar Branch determines that such price does not reflect the true market value of sugar, because of inadequate volume or other factors, he may designate the price to be effective under this determination.

(2) "Standard sugarcane" means sugarcane containing 12.5 percent sucrose in the normal juice.

(3) "Net sugarcane" means sugarcane, as delivered by a producer to a processor-producer, from which has been deducted the weight of trash determined in the customary manner.

(4) "Salvage sugarcane" means sugarcane containing less than 9.5 percent sucrose in the normal juice.

(b) *Basic price.* (1) The basic price for standard sugarcane shall be not less than \$1.07 per ton for each one cent per pound of the average price of raw sugar determined in accordance with either of the following as agreed upon:

(i) The simple average of the daily prices of raw sugar for the week in which the sugarcane is delivered; or

(ii) The simple average of the weekly prices of raw sugar for the period beginning October 10, 1952, through May 28, 1953.

(2) The basic price for salvage sugarcane shall be as agreed upon between the processor-producer and the producer.

(c) *Conversion of net sugarcane to standard sugarcane.* Except for salvage sugarcane, net sugarcane shall be converted to standard sugarcane by applying to the average sucrose content of all sugarcane delivered by a producer during the period agreed upon under paragraph (b) (1) of this section, the applicable quality factor in accordance with the following table:

Average percent sucrose in normal juice:	Standard-sugarcane quality factor ¹
9.5	0.70
10.0	.75
10.5	.80
11.0	.85
11.5	.90
12.0	.95
12.5	1.00
13.0	1.05
13.5	1.10
14.0	1.15
14.5	1.20
15.0	1.25
15.5	1.30

¹ The quality factor for sugarcane of intermediate normal juice sucrose percentages shall be interpolated and for sugarcane having more than 15.5 percent sucrose in the normal juice shall be computed in proportion to the immediately preceding interval.

(d) *Molasses payment.* On each ton of net sugarcane ground there shall be paid to the producer a molasses payment equal to the product of 6.25 and one-half of the net liquidation from the disposal of blackstrap or final molasses in excess of 4.75 cents per gallon, f. o. b. sugarhouse tanks, during the 12 month period ending May 31, 1953.

(e) *General.* (1) The price for sugarcane specified in this section is applicable to sugarcane loaded on carts or trucks at the farm or, if sugarcane is customarily transported by railroad, loaded in railroad cars at the railroad siding nearest the farm: *Provided*, That if a producer delivers sugarcane directly to the mill the processor-producer shall pay the producer for transportation of such sugarcane an amount equal to the cost of transporting sugar cane by railroad or by other common carrier whichever is customarily used.

(2) The established customs and practices with respect to methods of sucrose analysis, deductions for frozen sugarcane because of decreased boiling house efficiency, fiber content determinations and deductions, definitions of delivery schedules and similar terms, as employed in connection with the purchase of the 1951 crop shall be employed in connection with the purchase of the 1952 crop.

(3) Nothing in subparagraphs (1) and (2) of this paragraph shall be construed as prohibiting modification of customs and practices which may be necessary because of unusual circumstances, any such modification to be subject to review by the Director of the Sugar Branch.

(4) In the event a general freeze causes abnormally low recoveries of raw sugar by a processor-producer in relation to the sucrose test of sugarcane, payment for such sugarcane may be made as mutually agreed upon between the producer and the processor-producer subject to approval by the Director of the Sugar Branch.

(5) The processor-producer shall not reduce returns to the producer below those determined in this section through any subterfuge or device whatsoever.

STATEMENT OF BASES AND CONSIDERATIONS

(a) *General.* The foregoing determination provides fair and reasonable prices to be paid by a processor-producer (i. e., a producer who is directly or indirectly a processor of sugarcane—hereinafter referred to as "processor") for sugarcane of the 1952 crop purchased from other producers. It prescribes the minimum requirements with respect to prices for sugarcane which must be met as one of the conditions for payment under the act.

(b) *Requirements of the act.* The act requires that in determining fair and reasonable prices public hearings be held and investigations made. Accordingly, on April 25, 1952, a public hearing was held at Clewiston, Florida, at which time interested persons presented testimony with respect to fair and reasonable prices for the 1952 crop of sugarcane. In addition, investigations have been made of conditions relating to the sugar industry in Florida. In this price determination, consideration has been given to the testimony presented at the hearing and to information resulting from investigations.

(c) *1952 Price determination.* The 1952 price determination differs from the 1951 determination in the following respects: (1) The basic price per ton of standard sugarcane is \$1.07 for each 1-cent per pound of the average price of raw sugar; (2) processors are required to pay transportation costs on sugarcane from the farm or nearest railroad siding to the mill; and (3) molasses payments to producers are based on 6.25 gallons per ton of sugarcane, the average production for the most recent five crops.

At the public hearing a processor representative testified that freight rates for 1951 crop sugarcane had increased 72 percent over the rates effective for the crops 1942 through 1950 and that a further increase to be effective for the 1952 crop will result in an over-all increase of 85 percent. This increase amounts to about 31 cents per ton on purchased sugarcane. The processor representative recommended that the price per ton for 1952 crop sugarcane be reduced by the entire amount of the increase in the freight rate for sugarcane above the level which prevailed for the 1950 crop. A producer representative recommended that in determining a fair and reasonable price for sugarcane, major consideration should be given to the relationship between farm and mill costs rather than to changes in transportation costs alone. The witness testified that, in his opinion, certain farm production costs had also increased substantially.

For this determination, an analysis has been made of the comparative costs, returns and profits of the Florida sugarcane and raw sugar industry obtained by survey for prior years and restated in terms of prospective conditions for the 1952 crop. Consideration also has been given to the recommendations made at the public hearing and to informa-

tion obtained as a result of investigations. The analysis indicates that during recent years processing costs have risen more rapidly than have sugarcane production costs, principally because of the freight rate increases. A reduction in the price payable for sugarcane is required to restore a fair relationship of returns to costs for producers and processors. The reduction in the rate of payment per ton of sugarcane from \$1.10 to \$1.07 for each 1-cent per pound of the average raw sugar price requires producers, in effect, to bear a share of the increase in sugarcane freight rates proportionate to their share of total sugar proceeds.

The provision of this determination which requires processors to pay the cost of transporting sugarcane to the mill is included to standardize the point at which processors assume transportation costs of sugarcane. This provision will have no effect in instances where producers customarily have delivered sugarcane in freight cars at a railroad siding nearest the farm but will require any processor who heretofore has required delivery of cane to the mill, to assume the costs of sugarcane transportation to the mill from a point on or near the farm. A proviso is included which requires the processor to pay a producer who delivers sugarcane directly to the mill an amount equal to the cost of transporting sugarcane by railroad or by other common carrier which is customarily used. This proviso will permit, where feasible, the use of more economical methods of sugarcane transportation.

The change in the basis for molasses payments results from the use of a moving 5-year average of molasses recovery per ton of net sugarcane and will have little effect on producer returns. On the basis of analysis and examination of all pertinent factors, the provisions of this determination are deemed to be fair and reasonable.

Accordingly, I hereby find and conclude that the foregoing price determination will effectuate the price provisions of the Sugar Act of 1948.

(Sec. 403, 61 Stat. 932; 7 U. S. C. Sup. 1153. Interprets or applies sec. 301, 61 Stat. 929; 7 U. S. C. Sup. 1131)

Issued this 11th day of September 1952.

[SEAL] CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 52-10080; Filed, Sept. 15, 1952;
8:51 a. m.]

Chapter IX—Production and Marketing Administration (Marketing Agreements and Orders), Department of Agriculture

PART 951—TOKAY GRAPES GROWN IN SAN JOAQUIN AND SACRAMENTO COUNTIES IN CALIFORNIA

MISCELLANEOUS AMENDMENTS

Notice is hereby given of the approval by the Secretary of Agriculture of the amendment, as hereinafter set forth, to the rules and regulations (7 CFR 951.100 et seq.: Subpart—Rules and Regula-

tions) of the Industry Committee, established under the marketing agreement, as amended, and Order 51, as amended (7 CFR Part 951; 17 F. R. 7417), regulating the handling of Tokay grapes grown in San Joaquin and Sacramento Counties in the State of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.).

On August 12, 1952, the Secretary of Agriculture issued certain amendments (17 F. R. 7417) to the said marketing agreement and order, in which the provisions relating to the issuance of exemption certificates were revised and authorization was provided for the handling of grapes without limitation in such minimum quantities and in such types of shipments as the committee, with the approval of the Secretary, may establish. Changes in the committee's rules and regulations so as to effectuate such amendments should be made as soon as possible since shipments of grapes have begun and such changes should be applicable during as large a portion of the current grape shipping season as is practicable. It is hereby found, therefore, that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date hereof until 30 days after publication in the FEDERAL REGISTER (60 Stat. 237; 5 U. S. C. 1001 et seq.).

The amendment of the aforesaid rules and regulations is as follows:

1. Delete § 951.104 *Crop*.

2. Delete § 951.122 *Exemption certificates*, and substitute therefor the following:

§ 951.122 *Exemption certificates*. Exemption certificates shall be issued by the Industry Committee pursuant to the following rules and regulations:

(a) Applications for exemption certificates shall be submitted to the Industry Committee on forms prescribed and furnished by the committee and shall contain the following information:

(1) Name and address of applicant.

(2) Location of vineyard from which grapes are to be shipped pursuant to the exemption certificate.

(3) The number of acres and age of vines of Tokay grapes for which exemption is requested.

(4) Total quantity of Tokay grapes produced in the aforesaid vineyard for each of the preceding three seasons, the quantity shipped in fresh form for each of such seasons, and the quantity shipped under exemption certificates for each of such seasons.

(5) Quantity of grapes applicant has shipped in fresh fruit channels and disposed of otherwise from the beginning of the current season to the date of the application.

(6) The reasons beyond the control of the applicant why grapes for which exemption is requested do not meet the requirements of the grade and size regulation.

(7) Name of shipper if different from applicant.

(8) Such additional information as the Industry Committee may require in order to determine whether the appli-

cant is entitled to an exemption certificate.

(b) It shall be the sole responsibility of the applicant to furnish requisite proof to the Industry Committee of adverse conditions beyond his control affecting his grapes. Conditions beyond the control of the grower may include adverse climatic conditions, excesses or shortages of water not caused by faulty irrigation practices, or other conditions not resulting from the failure of the grower to follow proper cultural and harvesting practices.

(c) The Industry Committee shall promptly investigate all statements contained in the application and thereafter shall determine whether such application shall be approved. Approval shall be evidenced by the issuance to the applicant of an exemption certificate. In the case of disapproval, a written notice of such disapproval and the reason therefor shall be forwarded to the applicant.

(d) The issuance of an exemption certificate shall permit the holder thereof to ship in fresh fruit channels a quantity of the restricted or prohibited grades or sizes sufficient to enable the applicant to ship as large a proportion of his crop of Tokay grapes as the average percentage of grapes so shipped from the district for the preceding three seasons or the average percentage of grapes produced in and so shipped from the aforesaid vineyard, during the preceding three seasons, whichever is greater.

(e) Each exemption certificate authorized by the Industry Committee shall be on a form prescribed by the committee and shall be signed by the Secretary or Assistant Secretary of the Industry Committee. It shall specify the defects for which exemption is granted and the period during which the exemption certificate shall be effective. Each exemption certificate shall be effective only for the defects specified therein. It shall be issued in quadruplicate; one copy shall be delivered to the grower, one copy shall be delivered to the shipper designated by the grower to receive a copy, one copy shall be delivered to the field representative of the Industry Committee, and one copy shall be retained by the Industry Committee.

(f) The committee may, at any time, cancel or modify an exemption certificate if it is determined that the need for such exemption no longer exists or that a different quantity of the restricted or prohibited grades and sizes than that provided by such exemption certificate will permit the applicant to ship the requisite percentage of his crop.

(g) Each shipper handling Tokay grapes pursuant to an exemption certificate shall keep an accurate record of all shipments, made pursuant to the certificate, in the appropriate blank spaces provided for therein. Such record shall include with respect to each shipment, the date, the number of the railroad car or license number of the truck in which such shipment is made, the name of the shipper, the shipping point, the consignment number, and the quantity of each size and grade of Tokay grapes in such shipment. When the quantity of grapes authorized by the exemption certificate has been shipped or shipments pursuant

to an exemption certificate have been completed, the exemption certificate containing the record of shipments shall be submitted promptly to the Industry Committee or its duly authorized representative.

3. Delete § 951.170 *Grapes for charitable purposes*, and substitute therefor the following:

§ 951.170 *Grapes not subject to regulation*—(a) *Grapes for charitable purposes*. Any person who ships Tokay grapes for consumption by charitable institutions or for distribution by relief agencies or for relief purposes shall first deliver to the Industry Committee or its designated agent evidence satisfactory to the committee or its designated agent that said grapes actually will be used for one or more of the aforesaid purposes.

(b) *Grapes for conversion into by-products, including wine and juice*. Each handler who ships grapes to any point outside the State of California, or to any point within the State of California in any container containing less than 200 lbs. of grapes, for commercial conversion into by-products, wine, or juice shall obtain and furnish to the Industry Committee a certification to the United States Department of Agriculture and to the Industry Committee, executed by the purchaser of such grapes, that the grapes will be used for by-products, wine, or juice purposes.

(c) *Shipments by types or in minimum quantities*. Nothing contained in this subpart shall in any way restrict or limit shipments of grapes to any one person during any calendar day in quantities of five standard packages or less, or the equivalent thereof, for purposes other than resale.

Done at Washington, D. C., this 11th day of September 1952, to become effective upon publication in the FEDERAL REGISTER.

(Sec. 5, 49 Stat. 753, as amended; 7 U. S. C. and Sup. 608c)

[SEAL] CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 52-10083; Filed, Sept. 15, 1952; 8:51 a. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Civil Air Regs., Amdt. 61-8]

PART 61—SCHEDULED AIR CARRIER RULES OVER-THE-TOP OPERATIONS BY SCHEDULED AIR CARRIERS

Adopted by the Civil Aeronautics Board at its office in Washington, D. C. on the 10th day of September, 1952.

At the present time Part 61 of the Civil Air Regulations provides that scheduled air carrier aircraft may not fly lower than the pertinent minimum en route altitude for the route being traversed when on an instrument flight plan. The Administrator has not exercised the authority delegated to him to establish lower over-the-top minimum en route altitudes than those specified by him for regular instrument operations since he

considers that the establishment and publication of more than one minimum en route altitude for a particular route or route segment would tend to cause confusion.

As a consequence, and realizing that some provision should be made for relaxing of the rules governing over-the-top operations by scheduled air carriers without the necessity of publishing additional altitudes for such operations, the Board by this amendment will allow over-the-top flight below the minimum en route altitude, provided certain conditions are complied with. Such operations may be conducted by day only, with a minimum of 1,000 feet of vertical clearance from higher and lower cloud layers, the cloud layers must be generally uniform and level, and flight visibility must be at least five miles. In addition, the base of any higher cloud cover must be at least 1,000 feet above the minimum en route altitude for the route or route segment.

An amendment is also made to § 61.271 with respect to altitude maintenance on initial approach to cover the situation created by an over-the-top approach below established minimum en route altitude.

Interested persons have been afforded an opportunity to participate in the making of this amendment, and due consideration has been given to all relevant matter presented. Since this amendment imposes no additional burden on any person, it may be made effective without prior notice.

In consideration of the foregoing the Civil Aeronautics Board hereby amends Part 61 of the Civil Air Regulations (14 CFR Part 61, as amended) effective immediately:

1. By amending the first paragraph of § 61.261 to read as follows:

§ 61.261 *Flight altitude rules*. Except during take-off and landing, the flight altitude rules prescribed in paragraphs (a) and (b) of this section, in addition to the applicable provisions of § 60.17 of this chapter, shall govern air carrier operations: *Provided*, That other altitudes may be established by the Administrator for any route or portion thereof where he finds, after considering the character of the terrain being traversed, the quality and quantity of meteorological service, the navigational facilities available, and other flight conditions, that the safe conduct of flight permits or requires such other altitudes. Contrary provisions herein notwithstanding, adherence to a minimum IFR altitude will not be required during the time a flight is proceeding in accordance with paragraph (c) of this section.

2. By amending the headnote of § 61.261 *Flight altitude rules*, paragraph (b) to read as follows:

(b) *Night VFR or IFR operations (including over-the-top)*.

3. By adding a new paragraph (c) to § 61.261 to read as follows:

(c) *Daytime over-the-top operations below minimum en route altitudes*. Over-the-top operations may be conducted at flight altitudes lower than the

minimum en route IFR altitudes by day only and in accordance with the following provisions:

(1) Such operations shall be conducted at least 1,000 feet above the top of lower broken or overcast cloud cover;

(2) The top of the lower cloud cover shall be generally uniform and level;

(3) Flight visibility shall be at least 5 miles;

(4) The base of any higher broken or overcast cloud cover shall be generally uniform and level and shall be at least 1,000 feet above the minimum en route IFR altitude for the route segment.

4. By amending § 61.271 to read as follows:

§ 61.271 *Altitude maintenance on initial approach*. (a) When making an initial approach to a radio navigational facility under IFR (excluding over-the-top conducted in accordance with the provisions of § 61.261 (c)), an aircraft shall not descend below the pertinent minimum altitude for initial approach specified by the Administrator for such facility until arrival over the radio facility has been definitely established;

(b) When making an initial approach on a flight being conducted in accordance with the provisions of § 61.261 (c), an aircraft shall not commence an instrument approach until arrival over the radio facility has definitely been established. In executing an instrument approach procedure under such circumstances, the aircraft shall not be flown at an altitude lower than 1,000 feet above the top of the lower cloud or the minimum altitude specified by the Administrator for that portion of the instrument approach procedure being flown, whichever is the lower.

(Sec. 205, 52 Stat. 984; 49 U. S. C. 425. Interpret or apply secs. 601, 604, 52 Stat. 1007, 1010; 49 U. S. C. 551, 554)

By the Civil Aeronautics Board.

[SEAL] M. C. MULLIGAN,
Secretary.

[F. R. Doc. 52-10071; Filed, Sept. 15, 1952; 8:50 a. m.]

TITLE 32A—NATIONAL DEFENSE, APPENDIX

Chapter III—Office of Price Stabilization, Economic Stabilization Agency

[Ceiling Price Regulation 9, Revision 1, Supplementary Regulation 4, Revision 1]

CPR 9—TERRITORIES AND POSSESSIONS

SR 4—SPECIAL PROVISIONS FOR INCREASING CEILING PRICES OF SELLERS WHOSE COSTS ARE INCREASED BY WEST COAST STRIKE

REVOCATION

Supplementary Regulation 4, Revision 1 to Ceiling Price Regulation 9, Revision 1 permits sellers of commodities covered by Ceiling Price Regulation 9, Revision 1, in the Territory of Hawaii to pass through any increase in overland or ocean freight charges incurred by such sellers who because of the maritime strike on the west coast of the United States were forced to ship such commod-

ities from ports in the continental United States other than west coast ports.

It was stated in the Statement of Considerations accompanying the Supplementary Regulation that the Office of Price Stabilization would revoke the increases granted as to such commodities not actually delivered or in transit at the time the strike emergency had ended.

The Office of Price Stabilization has been advised that the maritime strike on the west coast has been settled and has determined that the emergency caused by the strike has ended. Therefore, Supplementary Regulation 4, Revision 1 to Ceiling Price Regulation 9, Revision 1, is being revoked.

Pursuant to the Defense Production Act of 1950, as amended, Executive Order 10161 and Economic Stabilization Agency General Order No. 2, Supplementary Regulation 4, Revision 1 to Ceiling Price Regulation 9, Revision 1, is hereby revoked, effective September 15, 1952. (Sec. 704, 64 Stat. 816 as amended, 50 U. S. C. App. Sup. 2154)

JOSEPH H. FREEHILL,
Acting Director of Price Stabilization.

SEPTEMBER 15, 1952.

[F. R. Doc. 52-10177; Filed, Sept. 15, 1952; 11:52 a. m.]

[Ceiling Price Regulation 34, Amdt. 1 to Supplementary Regulation 6]

CPR 34—SERVICES

SR 6—FROZEN FOODS LOCKERS; PROCESSING CHARGES FOR WILD DEER, ELK AND ANTELOPE IN COLORADO DURING THE 1951 HUNTING SEASON

EXTENDING COVERAGE OF REGULATION TO THE 1952 HUNTING SEASON

Pursuant to the Defense Production Act of 1950, as amended, Executive Order 10161, and Economic Stabilization Agency General Order No. 2, this Amendment 1 to Supplementary Regulation 6 to Ceiling Price Regulation 34 is hereby issued.

STATEMENT OF CONSIDERATIONS

This Amendment to Supplementary Regulation 6 extends the period for which operators of frozen food lockers in the State of Colorado are permitted to increase their ceiling prices originally established by Ceiling Price Regulation 34, as amended, for processing wild deer, elk and antelope to include the processing of wild deer, elk and antelope killed during the Colorado 1952 hunting season. This amendment also clarifies the word "charges" as used in Supplementary Regulation 6 to indicate that the term refers to ceiling prices established under Ceiling Price Regulation 34, as amended.

The Statement of Consideration which accompanied Supplementary Regulation 6 to Ceiling Price Regulation 34 is equally applicable to this amendment and is incorporated herein by this reference.

In the formulation of this amendment special circumstances have rendered consultation with industry represent-

atives, including trade associated representatives, impracticable.

In the judgment of the Director of Price Stabilization, this amendment is generally fair and equitable and complies with all applicable provisions of the Defense Production Act of 1950, as amended.

AMENDATORY PROVISIONS

1. Section 1 of Supplementary Regulation 6 to Ceiling Price Regulation 34 is amended to read as follows:

SECTION 1. *Purpose.* The purpose of this regulation is to permit operators of frozen food lockers in the State of Colorado to increase their ceiling prices for processing wild deer, elk and antelope killed during the 1951 and 1952 hunting seasons.

2. The first sentence of section 3 of Supplementary Regulation 6 to Ceiling Price Regulation 34 is amended to read as follows:

SEC. 3. *Ceiling prices.* If you operate a frozen foods locker in the State of Colorado, and as a part of that operation you process wild deer, elk and antelope, you may now increase your ceiling prices established by Ceiling Price Regulation 34, as amended, for processing wild deer, elk and antelope killed during the Colorado 1951 and 1952 hunting season by seventy cents per head.

(Sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154)

Effective date. This Amendment 1 to Supplementary Regulation 6 to Ceiling Price Regulation 34, as amended, is effective September 15, 1952.

JOSEPH H. FREEHILL,
Acting Director of Price Stabilization.

SEPTEMBER 15, 1952.

[F. R. Doc. 52-10178; Filed, Sept. 15, 1952; 11:53 a. m.]

[Ceiling Price Regulation 69, Revision 1, Supplementary Regulation 1]

CPR 69—FOOD PRODUCTS SOLD IN THE TERRITORY OF HAWAII

SR 1—SPECIAL PROVISIONS FOR INCREASING CEILING PRICES OF SELLERS WHOSE COSTS ARE INCREASED BY WEST COAST STRIKE

REVOCATION

Supplementary Regulation 1 to Ceiling Price Regulation 69, Revision 1 permits sellers of commodities covered by Ceiling Price Regulation 69, Revision 1, in the Territory of Hawaii to pass through any increase in overland or ocean freight charges incurred by such sellers who because of the maritime strike on the west coast of the United States were forced to ship such commodities from ports in the continental United States other than west coast ports.

It was stated in the Statement of Considerations accompanying the Supplementary Regulation that the Office of Price Stabilization would revoke the increases granted as to such commodities

not actually delivered or in transit at the time the strike emergency had ended.

The Office of Price Stabilization has been advised that the maritime strike on the west coast has been settled and has determined that the emergency caused by the strike has ended. Therefore, Supplementary Regulation 1 to Ceiling Price Regulation 69, Revision 1, is being revoked.

Pursuant to the Defense Production Act of 1950, as amended, Executive Order 10161 and Economic Stabilization Agency General Order No. 2, Supplementary Regulation 1 to Ceiling Price Regulation 69, Revision 1, is hereby revoked, effective September 15, 1952. (Sec. 704, 64 Stat. 816 as amended, 50 U. S. C. App. Sup. 2154)

JOSEPH H. FREEHILL,
Acting Director of Price Stabilization.

SEPTEMBER 15, 1952.

[F. R. Doc. 52-10179; Filed, Sept. 15, 1952; 11:53 a. m.]

[Ceiling Price Regulation 94, Amdt. 6]

CPR 94—SALES OF USED PASSENGER AUTOMOBILES

RESTORING CHEVROLET AND GMC SUBURBANS TO COVERAGE UNDER CPR 94

Pursuant to the Defense Production Act of 1950, as amended, Executive Order 10161 (15 F. R. 6105), and Economic Stabilization Agency General Order No. 2 (16 F. R. 738), this Amendment 6 to Ceiling Price Regulation 94 is hereby issued.

STATEMENT OF CONSIDERATIONS

Amendment 5 to CPR 94, effective July 31, 1952, was issued to remove from coverage under CPR 94, the Chevrolet Suburban and the GMC Suburban as well as the Graham automobile which is no longer being manufactured. The action with respect to the two suburban models was taken because it appeared that these suburban vehicles were designed primarily for the hauling of commodities and were erroneously listed in Appendix "A". However, subsequent to the issuance of Amendment 5 to CPR 94, the agency was informed in writing by the manufacturer of these suburban models that they are primarily designed to carry passengers, with the added appeal that they afford a convenient means for transporting cargo or luggage when desired. The manufacturer emphasized, however, that the primary purpose of these suburban models is to carry passengers.

In view of this assurance from the manufacturers concerning the primary purpose of these suburban models the Director has decided to issue this amendment to CPR 94, adding the Chevrolet Suburban and the GMC Suburban to listing in Appendix "A" and thereby restoring these suburbans to coverage under CPR 94.

In the formulation of this amendment there has been consultation with the affected industry representatives, to the extent practicable, and consideration has been given to their recommendations.

RULES AND REGULATIONS

AMENDATORY PROVISIONS

Appendix "A" of CPR 94 is amended in the following respects:

1. The following ceiling prices for used Chevrolet Suburban automobiles are added as a separate section to the list of ceiling prices contained in Appendix A to CPR 94:

	Ceiling price in Region—		
	A	B	C
CHEVROLET SUBURBAN			
1941 Suburban.....	\$340	\$365	\$376
1942 Suburban.....	395	420	416
1946 Suburban (end gate) DP Series.....	665	710	755
1946 Suburban (panel door) DP Series.....	665	710	755
1946 Suburban (end gate) Interim.....	605	650	695
1946 Suburban (panel door) Interim.....	605	650	695
1947 Suburban.....	805	845	905
1948 Suburban.....	1,090	1,045	1,090
1949 Suburban.....	1,145	1,190	1,225
1949 Suburban (end gate).....	1,305	1,360	1,425
1950 Suburban (panel door).....	1,305	1,360	1,425
1951 Suburban (end gate).....	1,625	1,675	1,775
1951 Suburban (panel door).....	1,625	1,675	1,775

2. The following ceiling prices for used GMC Suburban automobiles are added as a separate section to the list of ceiling prices contained in Appendix A to CPR 94:

	Ceiling price in Region—		
	A	B	C
GMC SUBURBAN			
1942 CO 100 Suburban.....	\$425	\$455	\$495
1947 EO 101 Suburban.....	755	775	815
1947 FO 101 Suburban.....	810	835	915
1948 FC 101 Suburban.....	940	985	1,050
1949 FO 101 Suburban.....	1,095	1,135	1,185
1950 FC 101 Suburban.....	1,305	1,355	1,395
1951 101 22 Suburban.....	1,590	1,640	1,745

(Sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154)

Effective date. This amendment shall become effective September 15, 1952.

JOSEPH H. FREEHILL,
Acting Director of Price Stabilization.

SEPTEMBER 15, 1952.

[F. R. Doc. 52-10183; Filed, Sept. 15, 1952; 4:00 p. m.]

[General Overriding Regulation 5, Revision 1, Amdt 4, Correction]

GOR 5—EXEMPTIONS AND SUSPENSIONS OF CERTAIN CONSUMER DURABLE GOODS AND RELATED COMMODITIES

ADDITIONAL EXEMPTIONS

Due to a clerical error, GOR 5, Revision 1, Amendment 4, issued August 29, 1952, contains a misprint in section 4 thereof. The word "old" was erroneously inserted preceding the word "clocks" in the specification of what articles are not included in the classification of jewelry and precious stones to be decontrolled by section 13 of GOR 5, Revision 1, as amended. As a result of this

misprint, it would appear that only old clocks remain under control. Actually, it was intended that all clocks, old and new, are not decontrolled by this amendment. This misprint is corrected as follows:

4. Section 13 is amended to read as follows:

SEC. 13. Jewelry and precious stones.

Jewelry: This includes all precious jewelry and precious metal jewelry, costume jewelry, jewelry mountings, wedding rings, religious jewelry, watch attachments, dresser sets and military sets, and men's jewelry. It also includes unfitted compacts, cigarette cases, and miscellaneous cases used as personal accessories such as cigar cases, match cases, pill boxes, and snuff boxes. It does not include watches or clocks. "Precious Jewelry" means any article or mounting, a component part of which is a "precious stone" (or "precious stones") as defined in the subparagraph immediately following when the value of the "precious stone" (or "precious stones") exceeds the value of the total of the other component parts of the finished article.

"Precious stones": "Precious stone" means a natural pearl, diamond, ruby, sapphire or emerald. The term "precious stone" also includes any other genuine stone, including a semi-precious stone, any synthetic stone or any cultured pearl or group of cultured pearls (combined in a single article), when the selling price for any such item by the cutter, wholesaler, dealer or importer is \$25.00 or more.

(Sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154)

JOSEPH H. FREEHILL,
Acting Director of Price Stabilization.

SEPTEMBER 15, 1952.

[F. R. Doc. 52-10181; Filed, Sept. 15, 1952; 11:53 a. m.]

Chapter XXI—Office of Rent Stabilization, Economic Stabilization Agency

[Rent Regulation 2, Amdt. 17 to Schedule B]

RR 2—ROOMS IN ROOMING HOUSES AND OTHER ESTABLISHMENTS

SCHEDULE B—SPECIFIC PROVISIONS RELATING TO INDIVIDUAL DEFENSE-RENTAL AREA OR PORTIONS THEREOF

CALIFORNIA

Effective September 16, 1952, Rent Regulation 2 is amended as set forth below.

(Sec. 204, 61 Stat. 197, as amended; 50 U. S. C. App. Sup. 1894)

Issued this 11th day of September 1952.

JAMES McI. HENDERSON,
Director of Rent Stabilization.

All of item 64 in Schedule B of Rent Regulation 2 is hereby deleted.

Item 64 in Schedule B of Rent Regulation 2 pertained to portions of the Monterey Bay, California, Defense-Rental Area which has been decontrolled.

[F. R. Doc. 52-10072; Filed, Sept. 15, 1952; 8:50 a. m.]

[Rent Regulation 3, Amdt. 15 to Schedule B]

[Rent Regulation 4, Amdt. 8 to Schedule B]

RR 3—HOTELS

RR 4—MOTOR COURTS

SCHEDULE B—SPECIFIC PROVISIONS RELATING TO INDIVIDUAL DEFENSE-RENTAL AREA OR PORTIONS THEREOF

CALIFORNIA

Effective September 16, 1952, Rent Regulation 3 and Rent Regulation 4 are amended as set forth below.

(Sec. 204, 61 Stat. 197, as amended; 50 U. S. C. App. Sup. 1894)

Issued this 11th day of September 1952.

JAMES McI. HENDERSON,
Director of Rent Stabilization.

1. All of item 13 in Schedule B of Rent Regulation 3 is hereby deleted.

2. All of item 17 in Schedule B of Rent Regulation 4 is hereby deleted.

Item 13 in Schedule B of Rent Regulation 3 and item 17 in Schedule B of Rent Regulation 4 pertained to portions of the Monterey Bay, California, Defense-Rental Area which has been decontrolled.

[F. R. Doc. 52-10073; Filed, Sept. 15, 1952; 8:51 a. m.]

TITLE 39—POSTAL SERVICE

Chapter I—Post Office Department

PART 127—INTERNATIONAL POSTAL SERVICE: POSTAGE RATES, SERVICE AVAILABLE, AND INSTRUCTIONS FOR MAILING

MISCELLANEOUS AMENDMENTS

a. In § 127.3, *Letters and letter packages*, make the following changes in paragraph (e) (2):

1. Insert "Italy (see note)" in alphabetical order in the list of countries shown therein.

2. Add the following note immediately under the list of countries:

NOTE: See country item "Italy" concerning conditions under which small quantities of certain medicines are admitted in letter packages for Italy.

3. Strike out "Poland" from the list of countries shown therein.

b. In § 127.278a *Indonesia* (17 F. R. 6595), amend paragraph (a) by adding subparagraph (7), to read as follows:

(7) *Observations.* Addressees in Indonesia are required to obtain special authorization to take delivery of the following:

(i) All articles classified in Indonesia as foreign exchange. This includes currency, securities, bonds, and coupons, as well as gold and other precious metals in any form.

(ii) Gift shipments exceeding 40 gold francs (about \$13) in value.

(iii) Gift shipments containing articles which the Indonesian authorities consider as luxuries.

c. In § 127.331 *Poland*, make the following changes:

1. In paragraph (a), redesignate subparagraphs (6) and (7) as (7) and (8),

respectively, and insert new subparagraph (6), to read as follows:

(6) *Dutiable articles (merchandise) prepaid at letter rate.* Accepted. (See § 127.3).

2. Amend paragraph (a) (8) *Prohibitions* read as follows:

(8) *Prohibitions.* The articles which are prohibited or restricted as Parcel Post are also prohibited or restricted in the regular mails.

3. In paragraph (b) (7), amend the clauses in subdivision (v) to read as follows:

(b) Unmanufactured gold and unmanufactured platinum.

(c) Polish money of legal tender which is not being legally reimported.

(d) Postage stamps exceeding 100 grams in weight; and current Polish postage stamps unless import license has been secured in advance by the addressee.

d. In § 127.264 *Germany* (17 F. R. 660), amend subdivision (iii) of paragraph (b) (4), to read as follows:

(iii) *Soviet Zone (including the Soviet Sector of Berlin).* Only gift parcels may be sent. Each addressee may receive in any one month only 2 pounds 3 ounces of roasted coffee or 3 pounds 5 ounces of unroasted coffee; 4 $\frac{3}{4}$ ounces of tea; and 2 pounds 3 ounces of cocoa, chocolate or chocolate products.

(R. S. 161, 396, 398; secs. 304, 309, 42 Stat. 24, 25, 48 Stat. 943; 5 U. S. C. 22, 369, 372)

[SEAL] V. C. BURKE,
Acting Postmaster General.

[F. R. Doc. 52-10052; Filed, Sept. 15, 1952;
8:48 a. m.]

TITLE 46—SHIPPING

Chapter II—Federal Maritime Board, Maritime Administration, Department of Commerce

Subchapter G—Emergency Operations [Gen. Order 75]

PART 308—WAR RISK INSURANCE

Public Law 763, 81st Congress, authorizes the Secretary of Commerce, with the approval of the President, to provide insurance against loss or damage by war risks whenever it appears to the Secretary that such insurance adequate for the needs of the water-borne commerce of the United States cannot be obtained on reasonable terms and conditions from companies authorized to do an insurance business in a State of the United States. The President, on October 9, 1950, gave the required approval and on December 21, 1950, the Secretary made a finding that, as of any outbreak of war between any of the four great powers (France, Great Britain and/or any of the British Commonwealth of Nations, Union of Soviet Socialist Republics, the United States of America) insurance adequate for the needs of the water-borne commerce of the United States cannot be obtained on reasonable terms and conditions from companies authorized to do an insurance business in a State of the

United States. The Secretary, by Department Order No. 117 (amended), Amendment No. 1, authorized the Maritime Administrator to perform the functions conferred upon the Secretary by Public Law 763, 81st Congress, except "to find that insurance adequate to the needs of the water-borne commerce of the United States cannot be obtained on reasonable terms and conditions from companies authorized to do an insurance business in a State of the United States."

The Maritime Administrator is prepared to provide war risk insurance specified in sections 1203 (a), (d), (e) and (f) of Public Law 763, 81st Congress for the interim period between the time commercial insurance, subject to the "Automatic Termination Clauses", is automatically terminated through the operation of such clauses and the time a full wartime insurance program is placed in effect. The following rules and regulations for the underwriting of such interim insurance are promulgated:

SUBPART A—GENERAL

- Sec. 303.1 Eligibility of a vessel and its owner for insurance.
- 303.2 Change in status of a vessel after interim binders have been issued.
- 303.3 Applications for insurance and payment of binding fees.
- 303.4 Period of interim binders if insurance thereunder does not attach.
- 303.5 Time of attachment of insurance.
- 303.6 Premiums and payment thereof.
- 303.7 War risk insurance underwriting agency agreement.

SUBPART B—WAR RISK HULL INSURANCE

- 303.100 Amounts of insurance for which application may be made.
- 303.101 Form of application.
- 303.102 Issuance of interim binder; its terms and conditions.
- 303.103 Sums which will be insured under interim binder.
- 303.104 Additional war risk hull insurance.
- 303.105 Reporting casualties and filing claims.
- 303.106 Standard form of war risk hull insurance interim binder.
- 303.107 Standard form of war risk hull insurance policy.

SUBPART C—WAR RISK PROTECTION AND INDEMNITY INSURANCE

- 303.200 Amount of insurance for which application may be made.
- 303.201 Form of application.
- 303.202 Issuance of interim binder; its terms and conditions.
- 303.203 Sum which will be insured under interim binder.
- 303.204 Reporting casualties and filing claims.
- 303.205 Standard form of war risk protection and indemnity insurance interim binder.
- 303.206 Standard form of war risk protection and indemnity insurance policy.

SUBPART D—SECOND SEAMEN'S WAR RISK INSURANCE (1952)

- 303.300 Amounts of insurance for which application may be made.
- 303.301 Form of application.
- 303.302 Issuance of interim binder; its terms and conditions.
- 303.303 Sums which will be insured under interim binder.
- 303.304 Reporting casualties and filing claims.
- 303.305 Standard form of Second Seamen's war risk interim binder.

Sec. 303.306 Standard form of Second Seamen's War Risk Policy (1952).

AUTHORITY: §§ 303.1 to 303.306 issued under sec. 204, 49 Stat. 1937, as amended, sec. 1203, 64 Stat. 775; 46 U. S. C. 1114, 46 U. S. C. Supp. 1263.

SUBPART A—GENERAL

§ 303.1 *Eligibility of a vessel and its owner for insurance.* (a) A vessel is eligible for interim insurance if it is:

(1) An American vessel as defined in section 1201 (a), Public Law 763, 81st Congress; or

(2) A foreign-flag vessel:

(i) Owned by a citizen or citizens of the United States as defined in section 1201 (d), Public Law 763, 81st Congress; or

(ii) Owned by a foreign corporation, the majority of the stock of which is owned by a citizen or citizens of the United States as defined in section 1201 (d), Public Law 763, 81st Congress or under long-term charter to such a citizen or citizens; and

(a) Regularly loading and/or discharging cargo and/or passengers at a port or ports in the continental United States or its territories or possessions, or

(b) In a service on a term (not voyage) basis for the sole account of the United States or any department or agency thereof, or

(c) In a service which, with respect to the vessel to be insured, is determined by the Maritime Administrator to be in the interest of the national defense or the national economy of the United States.

(b) Other foreign-flag vessels will be insured at the sole discretion of the Maritime Administrator but only when engaged in services found by him to be in the interest of the national defense or the national economy of the United States.

§ 303.2 *Change in status of a vessel after interim binders have been issued.* In the event of change in flag or service of a vessel from an eligible status to a status requiring a finding as to eligibility after any interim binders set forth in §§ 303.105, 303.205, and 303.305 have been issued, interim binders covering such a vessel shall cease to be effective unless a statement as required by § 303.3 is submitted and a finding is made that the vessel is eligible for insurance as provided therein before such change occurs. In the event of the sale, demise charter, requisition, confiscation or total loss of a vessel, or any other change in the status thereof, which, by the terms of a binder causes same to terminate, prompt notice shall be given in writing to the underwriting agent that issued the binder.

§ 303.3 *Applications for insurance and payment of binding fees.* Separate applications, in duplicate, shall be filed for war risk hull insurance, war risk protection and indemnity insurance, and Second Seamen's war risk insurance for each vessel to be covered by such insurance. Applications for insurance on a vessel not in category as described in subparagraphs (1), (2) (i), (2) (ii) (a) or (2) (ii) (b) of § 303.1 (a) shall be accompanied by a signed statement, in quadruplicate, setting forth the dates of

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the applications, the forms of insurance applied for, the name of the vessel, its flag, the name of the owner or charterer, the service in which the vessel is engaged and the reason such service should be considered to be in the interest of the national defense or the national economy of the United States, which statement shall be deemed to be a part of each application for insurance filed with respect to the vessel. Applications shall be made to the American War Risk Agency, 99 John Street, New York 38, N. Y., underwriting agent for the Maritime Administrator, in the forms set forth in §§ 308.101, 308.201, and 308.301. Applications and the accompanying statements, if any, shall be signed by the owner or charterer of the vessel unless he has filed with the above Underwriting Agent a written designation of a broker or brokers to act for him, in which case the applications may be signed by the designated broker or brokers. A check payable to the order of the Treasurer of the United States for the total amount of all binding fees payable by each applicant shall accompany the applications. Binding fees are not returnable unless applications are rejected.

§ 308.4 *Period of interim binders if insurance thereunder does not attach.* Interim binders set forth in §§ 308.106, 308.205, and 308.305 shall automatically expire one year from the date of issuance unless insurance thereunder attaches within that period. Renewals or extensions of interim binders, if required, shall be upon terms and conditions to be fixed by the Maritime Administrator.

§ 308.5 *Time of attachment of insurance.* The war risk insurance to be provided under this part shall attach on a vessel from the time commercial war risk insurance thereon, subject to the "Automatic Termination Clauses", terminates by reason of the operation of such Clauses or, if no commercial war risk insurance is in force thereon, it shall attach from the time commercial war risk insurance, had such insurance been maintained, would have terminated for the same reason.

§ 308.6 *Premiums and payment thereof.* Promptly upon the happening of the event causing the "Automatic Termination Clauses" of any war risk policies to become operative, the rates of premium for insurance under the interim binders will be fixed and the premiums shall be payable within ten days after receipt of notice of the amounts thereof by the assured. If premiums fixed for any interim binders are not paid within that period, such interim binders shall be null and void and of no effect and insurance thereunder shall not have attached unless the Maritime Administrator agrees otherwise. Premiums shall be paid to the underwriting agent that issued the binders by check payable to the order of the Treasurer of the United States. In the event that it is subsequently determined that insurance under interim binders did not attach, premiums paid will be refunded by the Maritime Administrator.

§ 308.7 *War risk insurance underwriting agency agreement.* The follow-

ing is the underwriting agency agreement between the Secretary of Commerce, acting by the Maritime Administrator, and the American War Risk Agency:

Contract MA-355

UNDERWRITING AGENCY AGREEMENT

WAR RISK INSURANCE

This Agreement made and entered into this 1st day of November 1951, by and between the United States of America, acting by the Secretary of Commerce (hereinafter called the "Secretary") and represented herein by the Maritime Administrator, and the American War Risk Agency (hereinafter called the "Underwriting Agent"), having an office for the transaction of business at 99 John Street, New York, New York, an association of domestic insurance companies (hereinafter sometimes called the "participating members"), each of which is authorized to do a marine insurance business in a State of the United States.

WITNESSETH

Whereas, under and pursuant to Public Law 763 of the Eighty-first Congress, the Secretary is authorized under certain circumstances to provide marine insurance and reinsurance against loss or damage by the risks of war, and to employ domestic companies or groups of domestic companies authorized to do a marine insurance business in a State of the United States as his Underwriting Agent; and

Whereas, the Secretary has determined to employ the aforesaid Underwriting Agent, as an underwriting agent in providing war risk insurance as set forth in paragraphs (a), (c), (d), (e) and (f) respectively of section 1203 of said Public Law 763, upon the terms and conditions hereinafter set forth:

Now, therefore, in consideration of the premises and of the mutual covenants and agreements, and upon the terms and conditions, hereinafter set forth, the parties hereto agree as follows:

1. The Secretary hereby authorizes the Underwriting Agent, as agent, and not as an independent contractor, to perform the functions hereinafter provided for, subject to the terms and conditions hereinafter specified, and in accordance with any Memoranda of Instructions which may be issued hereunder by the Secretary from time to time.

2. The Underwriting Agent agrees to utilize its offices and facilities to make available to the public the war risk insurance as set forth in paragraphs (a), (c), (d), (e) and (f) respectively of section 1203 of said Public Law 763. The Underwriting Agent may act through its Home Office, branch offices, agencies, or appointed sub-agents. The duties of the Underwriting Agent shall be as follows:

(a) The Underwriting Agent shall receive applications for and issue binders and policies subject to the rates and conditions named by the Secretary. The insurer under such binders and policies shall be the Secretary, and the binders and policies shall be executed or countersigned by the Underwriting Agent.

(b) The Underwriting Agent shall keep a full and complete record of all such applications, binders and policies, and shall also record any premium, charge or deposit required by the terms of any binder or policy, so that a record may be available at all times to the Secretary, both as to all applications received and binders and policies issued and as to all payments made by the assured in connection with such applications, binders and policies.

(c) The Underwriting Agent shall receive checks drawn to the order of the Treasurer of the United States for the premiums and charges involved, which checks shall be de-

posited by the Underwriting Agent in the Federal Reserve Bank nearest to its office, or in such other bank as may be authorized by the Secretary to receive such deposits.

(d) The Underwriting Agent shall prepare a monthly report, in summary form, of all applications received, and binders and policies issued or canceled by the Underwriting Agent on a standard form to be approved by the Secretary, and the Underwriting Agent shall transmit the same to the Secretary.

(e) The Underwriting Agent shall prepare and transmit such other reports as may be required by the Secretary.

(f) The Underwriting Agent shall receive from holders of policies issued by such Underwriting Agent any claims for return premiums on a standard form to be prescribed by the Secretary and shall certify thereon, if such is the fact, that the amounts with respect to which such return is claimed were previously paid and that, based upon the statements included in such application by the assured, the return premium applied for is payable in accordance with the regulations of the Secretary. Such applications and certifications shall be transmitted promptly to the Secretary.

(g) The Underwriting Agent shall receive reports of losses on vessels and disbursements, (insured pursuant to paragraphs (a) and (c), section 1203 of said Public Law 763), assemble all pertinent documents and facts relating thereto required to determine the validity of the claims, including the amounts thereof, and submit the same to the Secretary with its recommendation as to payment.

(h) The Underwriting Agent shall, if required by the Secretary, cooperate with the Secretary to establish and maintain an advisory underwriting committee to deal with specific underwriting problems, subject to regulations of the Secretary, and such other advisory committees as, to the Secretary, may seem necessary to safeguard the interest of the Secretary, including a loss committee to act as a recipient for information as to losses and to pass upon any recommendations made by the Underwriting Agent as to losses in excess of an amount to be fixed by the Secretary.

3. (a) The Underwriting Agent shall receive for its services such amount as the Secretary and the Underwriting Agent may, from time to time, agree to be fair and reasonable compensation. In addition to such fair and reasonable compensation, the Underwriting Agent shall receive reimbursement for out-of-pocket expenditures reasonably incurred, meaning payments to persons not regularly employed by the Underwriting Agent but excluding payments to attorneys unless such employment has been authorized by the Secretary, provided, however, that all such expenditures shall be subject to the review of the Secretary, and further provided that, except as authorized by section 1209 (d) of said Public Law 763, such expenditures shall not include any fee or other consideration paid to an insurance broker or any person acting in a similar intermediary capacity for services by virtue of his participation in arranging any of such insurance nor include any payment on account of solicitation for or stimulation of such insurance.

(b) A Statement of the compensation due to the Underwriting Agent (including reimbursement for out-of-pocket expenditures as herein provided) shall be submitted by the Underwriting Agent to the Secretary monthly or at such other intervals as the Secretary may direct, with an appropriate voucher, and the amount of such compensation, if approved, shall be promptly paid to the Underwriting Agent.

4. In the discharge of the duties and obligations arising under this Agreement, the Underwriting Agent shall conform to a standard of performance and accuracy reasonably to be expected of an insurance com-

pany in the administration of its own business and consistent with the highest degree of good faith. It is agreed, however, that the Underwriting Agent shall not be responsible for errors or omissions of agents or employees in whose selection and supervision it has exercised reasonable care, excepting that the Underwriting Agent assumes full and complete responsibility for the disposition of any funds received by it or its agents or employees under and pursuant to this Agreement. The exercise of reasonable care in the selection of agents or employees by the Underwriting Agent shall be deemed to include a determination by the Underwriting Agent that the agents or employees so selected are experienced in the transaction of such phases of the marine insurance business as may be delegated to such agents or employees by the Underwriting Agent. It is understood that the participating members of the association constituting the Underwriting Agent are or may be engaged in writing war risk insurance on vessels and disbursements as well as other types of war risk insurance for their own account, and it is agreed that they may write such insurance notwithstanding the operations of the Underwriting Agent on behalf of the Secretary.

5. (a) The Underwriting Agent shall keep books, records and accounts covering the operations and activities under this Agreement which shall be the property of the United States represented by the Secretary and shall be kept separate from those relating to other business of the Underwriting Agent, or of the participating members thereof, in accordance with regulations made from time to time by the Secretary, and shall at all times be subject to audit and inspection by the Secretary.

(b) The Comptroller General of the United States or any of his duly authorized representatives shall have access to and the right to examine any pertinent books, documents, papers and records of the Underwriting Agent or of any participating member or members thereof in the performance of and involving transactions related to this Agreement.

6. It is recognized that, in the conduct of its operations and activities hereunder, the Underwriting Agent shall act only as agent for the Secretary who shall be the principal in connection with all such operations and activities. The Underwriting Agent shall have no authority other than as provided in this Agreement and in Memoranda of Instructions issued hereunder, and any unauthorized acts of said Underwriting Agent shall be null and void, and of no effect. It is agreed that this Agreement authorizes the Underwriting Agent to execute and issue binders and policies of war risk insurance set forth in paragraph 2 of this Agreement in the name of the United States of America and to perform the other duties and functions provided for herein. It is further agreed, in view of the fact that the statutory power of the Secretary to write insurance is conditioned on the existence of certain facts of which the Underwriting Agent may have no knowledge or means of knowledge, that the Underwriting Agent may insert in all binders and policies, above its signature, a statement that it acts solely under this Agreement and makes no warranty, either express or implied, of its own authority hereunder or of the authority of the Secretary to sign or issue the said documents.

7. Notwithstanding the provisions of paragraph 3 hereof, in the event that the Underwriting Agent or any participating member or members thereof, after giving notice to the Secretary, shall be compelled to pay to the United States or its territories, or possessions, or to any State or political subdivision thereof, any tax (excepting income taxes of every nature) or fees or interest or penalty relating thereto claimed to be due by reason of the business transacted pursuant to this

Agreement and which would not have been payable except for the operation of the Underwriting Agent hereunder, the Underwriting Agent and any participating member or members thereof shall be reimbursed by the Secretary therefor and for any special expenses necessarily incurred in connection therewith. Moreover, if the Secretary shall reject any claim for loss under any binder or policy of insurance issued pursuant to this Agreement and if legal proceedings be instituted against the Underwriting Agent or any participating member or members thereof with respect to such claim, or if the Underwriting Agent or any participating member or members thereof shall be obligated to defend any legal suit or proceeding on account of its action in rejecting any application or failing to issue any binder or policy or in cancelling any binder or policy, or in denying the payment of any return premium, the Secretary, upon due notice shall indemnify and hold harmless and defend the Underwriting Agent or any participating member or members thereof against any and all claims and demands (including costs and reasonable attorneys' fees in defending such claim or demand, whether or not the claim or demand be found to be valid) of whatsoever kind or nature whether or not such claim or damage is caused by the negligence of the Underwriting Agent or any participating member or members thereof or by whomsoever asserted, and if, in any such proceeding, the Underwriting Agent or any participating member or members thereof be compelled to make payment, the Secretary shall reimburse the Underwriting Agent and any participating member or members thereof for the amount of any such payment, provided always the action of the Underwriting Agent and any participating member or members thereof, which is the subject of the complaint, shall have been consistent with the standard of performance required hereunder. In any of the foregoing cases, the Underwriting Agent and any participating member or members thereof shall render to the Secretary such reasonable co-operation and assistance as the Secretary may require.

8. (a) This Agreement shall take effect as of the date of its execution by the Secretary, represented herein by the Maritime Administrator, and continue in force until terminated. It may be terminated, as of midnight on the last day of any calendar month, by either party giving at least fifteen (15) days' prior written notice to the other party by registered mail. Such termination shall not affect the obligation of the parties hereunder with respect to any insurance written or expenses incurred prior thereto.

(b) This Agreement may be terminated, modified or amended at any time by mutual consent.

(c) Without cancelling this Agreement, the participating members of the association constituting the Underwriting Agent may, upon not less than ten (10) days' prior written notice to the Secretary, change their share of participation by agreement among themselves, including the termination of the interests of one participating member and the assumption of its share by one or more of the other participating members or by the admission of other eligible domestic insurance companies to membership in the association. Any such change of apportionment or termination of participation shall not relieve any participating member of its obligations in respect to matters which occurred prior to any change or termination of its interest. Unless the Underwriting Agent is notified in writing by the Secretary, within ten (10) days after receipt of notice from the Underwriting Agent, that the proposed change in participation or termination or assumption is disapproved, such change shall be understood to be acceptable to the Secretary.

9. Any act or thing herein required or permitted to be done hereunder by the Secretary may be done by the Maritime Administrator or by such other official or officials of the Maritime Administration as the Administrator may designate. Any notice which the Underwriting Agent is required to give hereunder to the Secretary, or any documents which it is required to transmit hereunder to the Secretary, may be given or transmitted to the Maritime Administrator or to such other official or officials of the Maritime Administration, or such other organizations or corporations, persons or partnerships, as the Maritime Administrator in writing may designate.

10. The Underwriting Agent warrants that it has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul this Agreement, or, in its discretion, to deduct from any amount payable hereunder the amount of such commission, percentage, brokerage, or contingent fee.

11. In any act performed under this Agreement, the Underwriting Agent shall not discriminate against any citizen of the United States of America on the ground of race, creed, color or national origin.

12. No person elected or appointed a member of or delegate to Congress or a Resident Commissioner, directly or indirectly, himself or by any other person in trust for him, or his use or benefit, or on his account shall hold or enjoy this Agreement in whole or in part, except as provided in section 206, Title 18, U. S. C. The Underwriting Agent shall not employ any member of Congress, either with or without compensation, as an attorney, agent, officer or director.

13. This Agreement shall be deemed to contain all the provisions required by section 104 of the Renegotiation Act of 1951. The Underwriting Agent (which term as used in this sentence means the party contracting to perform the work or furnish the materials required by this Agreement) shall, in compliance with said section 104, insert the provisions of this Article in each subcontract and purchase order made or issued in carrying out this Agreement.

14. The participating members of the association constituting the Underwriting Agent, severally but not jointly and limited each to its participation therein, shall be indebted to the United States for such amounts as the Secretary is entitled to recover from the Underwriting Agent in accordance with the foregoing provisions and, in the event of failure to pay on demand, the Secretary may bring an action or actions in any court in the United States to recover such amount or amounts from the participating members, severally but not jointly, on behalf of the United States.

In witness whereof, the parties hereto have duly executed this Agreement in quadruplicate as of the day and year first above written.

UNITED STATES OF AMERICA,
Secretary of Commerce.
By MARITIME ADMINISTRATOR.

Attest:

G. W. McMAHON.

By B. K. OGDEN,
Chief, Division of Insurance,
For Maritime Administrator.
AMERICAN WAR RISK AGENCY,
Underwriting Agent.

Attest:

DOROTHY N. HOYT.

By C. G. CORNWELL,
Vice Chairman and Manager, for and
on behalf of the participating
members thereof, severally but
not jointly.

Approved as to form:

ELMER E. METZ,
Assistant General Counsel,
Maritime Administration.

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I, R. F. Weyant, certify that I am the duly chosen, qualified, and acting Secretary of the American War Risk Agency, a party to this Agreement, and, as such, I am the custodian of its official records and the minute books of its governing body; that C. G. Cornwell, who signed this Agreement on behalf of said association, was then the duly qualified Vice Chairman & Manager of said association; that said officer affixed his manual signature to said Agreement in his official capacity as said officer for and on behalf of said association by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the lawful powers of this association.

R. F. WEYANT,
Secretary.

SUBPART B—WAR RISK HULL INSURANCE

§ 308.100 *Amounts of insurance for which application may be made.* An applicant for war risk hull insurance shall state the amount of insurance desired but any payment for damage to or the total or constructive total loss of the vessel will be made as provided in § 308.103.

§ 308.101 *Form of application.* Applications submitted shall be in strict accordance with the following form:

Form MA-183 (3-52)

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE

MARITIME ADMINISTRATION
APPLICATION FOR WAR RISK HULL INSURANCE

Application is made for War Risk Hull Insurance pursuant to Public Law 763, 81st Congress and in accordance with all provisions of law and subject to all limitations thereof:

Assured -----
Address -----
Owner -----
Address -----
Mortgagee, if any, -----
Address -----
Loss, if any, payable to -----
----- or order.
On -----
(Vessel's name) (Flag)

(Gross tonnage) (Date built)

Sum to be insured \$----- but the amount of any claim for damage to or the total or constructive total loss of the vessel adjusted, compromised, settled, adjudged or paid shall not exceed the lowest of (a) the above-stated sum, or (b) the value of the vessel as determined in accordance with section 802, Merchant Marine Act, 1936, as amended, if the vessel, upon acquisition by the United States, is subject to the provisions of that section, or (c) the vessel's fair and reasonable value as determined in accordance with Public Law 763, 81st Congress, and any other applicable acts of Congress, provided that the amount payable under (c) hereof to the assured named in a binder issued pursuant to this application shall not exceed the maximum sum which the Maritime Administrator, as underwriter, is authorized to pay under any applicable acts of Congress.

To attach, in the event of outbreak of war between any of the four Great Powers (France, Great Britain and/or any of the British Commonwealth of Nations, the Union of Soviet Socialist Republics, the United States of America).

At and from 48 hours from midnight, G. m. t., of the day on which such outbreak of war occurs:

Nevertheless should the vessel:

- (A) Be at sea when such outbreak of war occurs, or
(B) Being in a port when such outbreak

of war occurs depart therefrom as a measure of safety in respect of an insured peril within 48 hours from midnight, G. m. t. of the day on which such outbreak of war occurs,

such insurance shall not attach until the expiry of 24 hours after midnight, G. m. t., of the day on which the vessel is moored at the next port to which the vessel proceeds.

To: Thirty (30) days from date of attachment.

Terms and conditions: Subject to form of policy prescribed by the Maritime Administrator, acting for the Secretary of Commerce.

If application is for insurance on a foreign-flag vessel, indicate category. If in category (b) also indicate applicable subpart. Category () ().

(a) Owned by a citizen or citizens of the United States as defined in section 1201 (d), Public Law 763, 81st Congress;

(b) Owned by a foreign corporation, the majority of the stock of which is owned by a citizen or citizens of the United States as defined in section 1201 (d), Public Law 763, 81st Congress or under long-term charter to such a citizen or citizens and

(i) Regularly loading and/or discharging cargo and/or passengers at a port or ports in the continental United States or its territories or possessions, or

(ii) In a service on a term (not voyage) basis for the sole account of the United States or any department or agency thereof, or

(iii) In a service believed by the concerned owner, charterer, assured and applicant to be in the interest of the national defense or the national economy of the United States.

If this application is for insurance with respect to a foreign-flag vessel not in category (a), (b) (i), or (b) (ii) it shall be accompanied by the statement specified in § 308.3 of Maritime Administration General Order 75 (Part 308, Title 46, Code of Federal Regulations), which statement shall be deemed to be a part of this application.

Binding fee (not returnable unless application is rejected).

\$25.00 per vessel, under 500 gross tons.

\$100.00 per vessel, 500 gross tons and over.

Check payable to the order of the Treasurer of the United States enclosed herewith.

Rate of premium—To be fixed by the Maritime Administrator, acting for the Secretary of Commerce.

Dated -----, 195--

Applicant -----

Binder to be sent to—

Name -----

Address -----

By -----

Authorized signature.

(Application, in duplicate, to be submitted to the American War Risk Agency, 99 John Street, New York 38, N. Y.)

§ 308.102 *Issuance of interim binder; its terms and conditions.* Upon acceptance of an application, an interim binder in the form set forth in § 308.106 will be issued and there shall be deemed to be incorporated therein by reference, all of the terms, conditions and warranties contained in the standard war risk hull insurance policy set forth in § 308.107, to the same extent as if such policy were made a part of the binder. The binding fee shall be \$25.00 per vessel under 500 gross tons and \$100.00 per vessel of 500 gross tons or over.

§ 308.103 *Sums which will be insured under interim binder.* The sum insured shall be the amount stated in the application but the amount of any claim for damage to or the total or constructive total loss of the vessel adjusted, compromised, settled, adjudged or paid shall not

exceed the lowest of (a) the above-stated sum, or (b) the value of the vessel as determined in accordance with section 802, Merchant Marine Act, 1936, as amended, if the vessel, upon acquisition by the United States, is subject to the provisions of that section, or (c) the vessel's fair and reasonable value as determined in accordance with Public Law 763, 81st Congress and any other applicable acts of Congress: *Provided*, That the amount payable under paragraph (c) of this section shall not exceed the maximum sum which the Maritime Administrator, as underwriter, is authorized to pay under any applicable acts of Congress.

§ 308.104 *Additional war risk hull insurance.* Owners or charterers may obtain, on an excess basis, additional war risk hull insurance in such amounts as desired and such insurance shall not inure to the benefit of the Maritime Administrator as underwriter.

§ 308.105 *Reporting casualties and filing claims.* All casualties occurring after insurance under a binder has attached shall be reported promptly to the underwriting agent that issued the binder and all claim documents shall likewise be filed with such underwriting agent, but payment of the amounts due in settlement of claims will be made by the Maritime Administrator.

§ 308.106 *Standard form of war risk hull insurance interim binder.* The following is the standard form of war risk hull insurance interim binder:

Form MA-184 (3-52)

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION
WAR RISK HULL INSURANCE
INTERIM BINDER NO. WRH--

The United States of America, represented by the Maritime Administrator, acting for the Secretary of Commerce, in consideration of the binding fee and premium provided for herein, hereby insures, in accordance with applicable provisions of law and subject to all limitations thereof, particularly Public Law 763, 81st Congress, against HULL WAR RISKS only, subject to the conditions stated herein:

Assured -----
Loss, if any, payable to ----- or order.
On -----
(Vessel's name) (Flag)

(Gross tonnage) (Date built)
Sum insured ----- dollars
(-----) but the amount of any claim for damage to or the total or constructive total loss of the vessel adjusted, compromised, settled, adjudged or paid shall not exceed the lowest of (a) the above-stated sum, or (b) the value of the vessel as determined in accordance with section 802, Merchant Marine Act, 1936, as amended, if the vessel, upon acquisition by the United States, is subject to the provisions of that Section, or (c) the vessel's fair and reasonable value as determined in accordance with Public Law 763, 81st Congress and any other applicable acts of Congress, provided that the amount payable under (c) hereof shall not exceed the maximum sum which the Maritime Administrator, as underwriter, is authorized to pay under any applicable acts of Congress.

Attaching, in the event of outbreak of war between any of the four Great Powers (France, Great Britain and/or any of the British Commonwealth of Nations, the

Union of Soviet Socialist Republics, the United States of America).

At and from 48 hours from midnight, G. m. t., of the day on which such outbreak of war occurs:

Nevertheless should the vessel:

(A) Be at sea when such outbreak of war occurs, or

(B) Being in a port when such outbreak of war occurs depart therefrom as a measure of safety in respect of an insured peril within 48 hours from midnight, G. m. t., of the day on which such outbreak of war occurs,

this insurance shall not attach until the expiry of 24 hours after midnight, G. m. t., of the day on which the vessel is moored at the next port to which the vessel proceeds.

To: Thirty (30) days from date of attachment.

Assured to have privilege of deferring attachment by giving written or telegraphic notice to the Underwriting Agent prior to attachment of risk.

This binder shall automatically expire one year from the date of issuance unless insurance has attached hereunder within that period.

Terms and conditions: There shall be deemed to be incorporated herein all of the terms, conditions and warranties contained in the war risk hull insurance policy set forth in § 308.107 of Maritime Administration General Order 75 (Part 303, Title 46, Code of Federal Regulations) but, to the extent there is inconsistency between such policy and this binder, the terms, conditions and warranties of this binder shall prevail.

Warranted that at the date of issuance of this binder and for and during the term of any insurance attaching hereunder the vessel is (1) an American vessel as defined in section 1201 (a), Public Law 763, 81st Congress or (2) a foreign-flag vessel in the category, including the applicable sub-part of category (b), specified in the application pursuant to which this binder was issued, and if, at any time after insurance attaches under this binder, the vessel shall cease to come within either (1) or (2) above, this binder and insurance provided hereunder shall automatically terminate at the time of such change, without return of binding fee or premium, unless the Maritime Administrator agrees otherwise.

Premium—Rate to be fixed promptly after the happening of the event causing the "Automatic Termination Clauses" of any war risk policies to become operative and premium shall be payable within ten days after receipt of notice of the amount thereof by the assured. If premium is not paid within that period this binder shall be null and void and of no effect and insurance hereunder shall not have attached unless the Maritime Administrator agrees otherwise. Payment shall be made to the Underwriting Agent by check payable to the order of the Treasurer of the United States.

Privilege is granted to effect, on an excess basis, additional war risk hull insurance, which insurance shall not enure to the benefit of the Maritime Administrator as underwriter.

Claims: Casualties arising after attachment of insurance hereunder shall be reported promptly to the Underwriting Agent and all claim documents shall be likewise filed with such Underwriting Agent but payment of the amounts due in settlement of claims will be made by the Maritime Administrator.

The Underwriting Agent does not, by countersigning this binder or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the Underwriting Agent by the Agreement made with the Maritime

Administrator, acting for the Secretary of Commerce.

UNITED STATES OF AMERICA,
By Maritime Administrator, acting,
for the Secretary of Commerce.

Countersigned at New York, N. Y., this
day of 1952.

AMERICAN WAR RISK AGENCY,

By _____

Authorized underwriting agent.

Maritime administrator.

Not valid unless countersigned by an authorized underwriting agent.

§ 308.107 Standard form of war risk hull insurance policy. The following is the standard form of war risk hull insurance policy:

Form MA-240 (3-52)

Policy No. H. _____

UNITED STATES OF AMERICA

Represented by the Maritime Administrator, acting for the Secretary of Commerce (sometimes hereinafter called the Underwriter), by this policy of insurance, in accordance with applicable provisions of law and subject to all limitations thereof, does make insurance and cause to be insured: _____ for account of _____ but subject to the following provisions with respect to change of ownership, etc.:

In the event of any change, voluntary or otherwise, in the ownership of the Vessel or if the Vessel be placed under new management or be chartered on a bareboat basis or requisitioned on that basis, then, unless the Underwriter agrees thereto in writing, this Policy shall thereupon become cancelled from time of such change in ownership or management, charter or requisition; provided, however, that in the case of an involuntary temporary transfer by requisition or otherwise, without the prior execution of any written agreement by the Assured, such cancellation shall take place fifteen days after such transfer; and provided further that if the Vessel has cargo on board and has already called from her loading port, or is at sea in ballast, such cancellation shall be suspended until arrival at final port of discharge if with cargo or at port of destination if in ballast. This insurance shall not inure to the benefit of any such charterer or transferee of the Vessel, and if a loss payable hereunder should occur between such transfer and such cancellation the Underwriter shall be subrogated to all the rights of the Assured against the transferee, by reason of such transfer, in respect of all or part of such loss as is recoverable from the transferee and in the proportion which the respective amounts insured bear to the insured value. A pro rata daily return of net premium shall be made. The foregoing provisions with respect to cancellation in the event of change in ownership or management, charter or requisition shall apply even in the case of insurance "for account of whom it may concern".

Loss, if any (excepting claims required to be paid to others under the Collision Clause), payable to _____ or order. Sum Insured Hereunder _____ Dollars, at and from the _____ day of _____ 19 _____ time to the _____ day of _____ 19 _____ time.

Provided, however, Should the Vessel at the expiration of this Policy be at sea, or in distress, or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriter, be held covered at a pro rata monthly premium to her port of destination.

On the Vessel called the _____ (or by whatsoever name or names the said Vessel is or shall be called).

The said Vessel, for so much as concerns the Assured, by agreement between the Assured and the Underwriter in this Policy, is and shall be valued at as follows:

Hull, tackle, apparel, passenger fittings, equipment, stores, ordnance, munitions, boats and other furniture. _____ \$ _____

Bollers, machinery, refrigerating machinery and insulation, motor generators and other electrical machinery, and everything connected therewith. _____ \$ _____

Donkey bollers, winches, cranes, windlasses and steering gear shall be deemed to be a part of the hull and not of the machinery.

Special Conditions and Warranties: Unless physically deleted by the Underwriters, the following warranty shall be paramount and shall supersede and nullify any contrary provision of the Policy:

F. C. & S. CLAUSE

Notwithstanding anything to the contrary contained in the Policy, this insurance is warranted free from any claim for loss, damage or expense caused by or resulting from capture, seizure, arrest, restraint or detention, or the consequences thereof or of any attempt thereof, or any taking of the Vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but the foregoing shall not exclude collision, explosion or contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic fission or radioactive force.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

If war risks are hereafter insured by endorsement on the Policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.

Held covered in case of any breach of warranty as to cargo, trade, locality or date of sailing, provided notice be given and any additional premium required be agreed immediately after receipt of advice of breach or proposed breach by Owners.

The Underwriter to be paid in consideration of this insurance _____

Dollars being at the rate of _____ per cent.

In event of non-payment of premium thirty days after attachment this Policy may be cancelled by the Underwriter upon five days written notice being given the Assured. Such proportion of the premium, however, as shall have been earned up to the time of such cancellation shall be due and payable; but in the event of Total or Constructive Total Loss occurring prior to cancellation full annual premium shall be deemed earned.

To return—

_____ cents percent net for each uncommenced month if it be mutually agreed to cancel this Policy. As follows for each consecutive 30 days the Vessel may be laid up in port, viz:

RULES AND REGULATIONS

	Without cargo on board	With cargo on board
1. Under repair.....	— 4% net.	— 4% net.
2. Not under repair....	— 4% net.	— 4% net.

For the purpose of this clause a Vessel loading or discharging cargo shall be considered as "with cargo on board".

Provided always: (a) that in no case shall a return be allowed when the within named Vessel is lying in a roadstead or in exposed and unprotected waters.

(b) that in the event of a return for special trade, or any other reason, being recoverable, the above rates of return of premium shall be reduced accordingly.

And arrival.

In the event of the Vessel being laid up in port for a period of 30 consecutive days, a part only of which attaches to this Policy, it is hereby agreed that the laying up period, in which either the commencing or ending date of this Policy falls, shall be deemed to run from the first day on which the Vessel is laid up and that on this basis the Underwriter shall pay such proportion of the return due in respect of a full period of 30 days as the number of days attaching hereto bear to thirty.

Additional insurances as follows are permitted:

(a) *Disbursements, managers' commissions, profits or excess or increased value of hull and machinery, and/or similar interests however described, and freight (including chartered freight or anticipated freight) insured for time.* A sum not exceeding in the aggregate 25 percent of the insured value of the Vessel.

(b) *Freight or hire, under contracts for voyage.* A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under this section shall be reduced as the freight or hire is earned by the gross amount so earned.

(c) *Anticipated freight if the vessel sails in ballast and not under charter.* A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance, plus the charges of insurance. *Provided, however,* That no insurance shall be permitted under this section if any insurance is affected under section (b).

(d) *Time charter hire or charter hire for series of voyages.* A sum not exceeding 50 percent of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under this section shall be reduced as the hire is earned under the charter by 50 percent of the gross amount so earned but where the charter is for a period exceeding 18 months the sum insured need not be reduced while it does not exceed 50 percent of the gross hire still to be earned under the charter. An insurance under this section may begin on the signing of the charter.

(e) *Premiums.* A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Protection and Indemnity or War & C. Risk Insurance) reducing pro rata monthly.

(f) *Returns of premium.* A sum not exceeding the actual returns which are recov-

erable subject to "and arrival" under any policy of insurance.

(g) *Insurance irrespective of amount.* Against risks excluded by the F. C. & S. Clause, and risks enumerated in the American Institute War and Strikes Clauses and General Average and Salvage Disbursements.

Warranted that no insurance on any interests enumerated in the foregoing sections (a) to (f), inclusive, in excess of the amounts permitted therein and no insurance subject to P. P. I., F. I. A. or other like term, on any interests whatever excepting those enumerated in section (a), is or shall be effected to operate during the currency of this Policy by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriter any defense to a claim by a Mortgagee who has accepted this Policy without knowledge of such breach.

Beginning the adventure upon the said Vessel, as above, and so shall continue and endure during the period aforesaid, as employment may offer, in port and at sea, in docks, and graving docks and on ways, gridirons and pontoons, at all times, in all places, and on all occasions, services and trades whatsoever and wheresoever, under steam, motor power or sail; with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but if without the approval of the Underwriter the Vessel be towed, except as is customary or when in need of assistance, or undertakes towage or salvage services under a pre-arranged contract made by Owners and/or Charterers, the Assured shall notify the Underwriter immediately and pay an additional premium if required but no such premium shall be required for customary towage by the Vessel in connection with loading and discharging. With liberty to discharge, exchange and take on board goods, specie, passengers and stores, wherever the Vessel may call at or proceed to, and with liberty to carry goods, live cattle, &c., on deck or otherwise.

Touching the Adventures and Perils which the said Underwriter is contented to bear and take upon itself, they are of the Seas, Men-of-War, Fire, Lightning, Earthquake, Enemies, Pirates, Rovers, Assailing Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what nation, condition or quality soever, Barratry of the Master and Mariners and of all other like Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment or Damage of the said Vessel, &c. or any part thereof; excepting, however, such of the foregoing Perils as may be excluded by provisions elsewhere in the Policy or by endorsement. And in case of any Loss or Misfortune, it shall be lawful and necessary for the Assured, their Factors, Servants and Assigns, to sue, labor and travel for, in, and about the Defense, Safeguard and Recovery of the said Vessel, &c. or any part thereof, without prejudice to this Insurance, to the Charges whereof the Underwriter will contribute its proportion as provided below. And it is expressly declared and agreed that no acts of the Underwriter or Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

This Insurance also specially to cover (subject to the Average Warranty) loss of or damage to the subject matter insured directly caused by the following:

Accidents in loading, discharging or handling cargo, or in bunkering;

Accidents in going on or off, or while on drydocks, graving docks, ways, gridirons or pontoons;

Explosions on shipboard or elsewhere;

Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting of boilers, breakage of

shafts, or any latent defect in the machinery or hull (excluding the cost and expense of replacing or repairing the defective part);

Contact with Aircraft or with any land conveyance;

Negligence of Master, Charterers other than an Assured, Mariners, Engineers or Pilots;

Provided such loss or damage has not resulted from want of due diligence by the Assured, the Owners or Managers of the Vessel, or any of them. Masters, Mates, Engineers, Pilots or Crew not to be considered as part owners within the meaning of this clause should they hold shares in the Vessel.

In the event of accident whereby loss or damage may result in a claim under this Policy, notice shall be given in writing to the Underwriter, where practicable, prior to survey, so that it may appoint its own surveyor if it so desires. The Underwriter shall be entitled to decide the port to which a damaged Vessel shall proceed for docking or repairing (the actual additional expense of the voyage arising from compliance with the Underwriter's requirements being refunded to the Assured) and the Underwriter shall also have a right of veto in connection with the place of repair or repairing firm proposed and whenever the extent of the damage is ascertainable the Underwriter may take or may require to be taken tenders for the repair of such damage. In the event of failure to comply with the conditions of this clause 15 per cent. shall be deducted from the amount of the ascertained claim.

In cases where a tender is accepted with the approval of the Underwriter, an allowance shall be made at the rate of 30 per cent. per annum on the insured value for each day or pro rata for part of a day from the time of the completion of the survey until the acceptance of the tender provided that it be accepted without delay after receipt of the Underwriter's approval.

No allowance shall be made for any time during which the Vessel is loading or discharging cargo or bunkering.

Due credit shall be given against the allowance as above for any amount recovered:

(a) In respect of fuel and stores and wages and maintenance of the Master, Officers and Crew or any member thereof allowed in General or Particular Average;

(b) From third parties in respect of damages for detention and/or loss of profit and/or running expenses;

for the period covered by the tender allowance or any part thereof.

Notwithstanding anything herein contained to the contrary, this policy is warranted free from Particular Average under 3 percent, or unless amounting to \$4,850, but nevertheless when the Vessel shall have been stranded, sunk, on fire, or in collision with any other Ship or Vessel, the Underwriter shall pay the damage occasioned thereby, and the expense of sighting the bottom after stranding shall be paid, if reasonably incurred, even if no damage be found.

Grounding in the Panama Canal, Suez Canal or in the Manchester Ship Canal or its connections, or in the River Mersey above Rock Ferry Slip, or in the River Plate (above a line drawn from the North Basin, Buenos Aires, to the mouth of the San Pedro River) or its tributaries, or in the Danube or Demerara Rivers or on the Yoni-kale Bar, shall not be deemed to be a stranding.

Average payable on each valuation separately or on the whole, without deduction of thirds, new for old, whether the Average be Particular or General.

No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.

The warranty and conditions as to Average under 3 percent or unless amounting to \$4,850 to be applicable to each voyage as if separately insured, and a voyage shall com-

mence at the Assured's election when the Vessel either begins to load cargo or sails in ballast to a loading port. Such voyage shall continue until the Vessel has made not more than three passages or not more than two passages with cargo (whichever first occurs) and extend further until the Vessel thereafter begins to load cargo or sails (whichever first occurs), but such extension shall not exceed 30 days in port. A passage shall be deemed to be from the commencement of loading at the first port or place of loading until completion of discharge at the last port or place of discharge, or, if the Vessel sails in ballast, from the port or place of departure until arrival at the first port or place thereafter other than a port or place of refuge or a port or place for bunkering only. Each period in port of 30 days in excess of 30 days between passages shall itself constitute a passage for the purposes of this clause. When the Vessel sails in ballast to effect damage repairs such sailing or passage shall be considered part of the previous passage. In calculating whether the 3 percent or \$4,850 is reached, Particular Average occurring outside the period covered by this Policy may be added to Particular Average occurring within such period, providing it occur on the same voyage as above defined, but only that portion of the claim arising within the period covered by this Policy shall be recoverable hereon. A voyage shall not be so fixed that it overlaps another voyage on which a claim is made on this or the preceding or succeeding Policy. Particular Average which would be excluded by the terms of this Policy shall not be included in determining whether the 3 percent or \$4,850 is reached.

No recovery for a Constructive Total Loss shall be had hereunder unless the expense of recovering and repairing the Vessel shall exceed the insured value.

In ascertaining whether the Vessel is a Constructive Total Loss the insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

In the event of Total or Constructive Total Loss, no claim to be made by the Underwriter for freight, whether notice of abandonment has been given or not.

In no case shall the Underwriter be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the period covered by this Policy.

General Average, Salvage, and Special Charges payable as provided in the contract of affreightment, or falling such provision, or there be no contract of affreightment, payable in accordance with the Laws and Usages of the Port of New York. Provided always that when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners of the cargo, General Average shall be paid in accordance with same.

And it is further agreed that in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any Vessel belonging in part or in whole to the same Owners or Charterers, the value of such services (without regard to the common ownership or control of the Vessels) shall be ascertained by arbitration in the manner below provided for under the Collision Clause, and the amount so awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.

When the contributory value of the Vessel is greater than the valuation herein the liability of the Underwriter for General Average contribution (except in respect to amount made good to the Vessel) or Salvage shall not exceed that proportion of the total contribution due from the Vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which the Underwriter is liable as Particular Average the value of the Vessel has been reduced

for the purpose of contribution, the amount of the Particular Average claim under this Policy shall be deducted from the amount insured hereunder and the Underwriter shall be liable only for the proportion which such net amount bears to the contributory value.

In the event of expenditure under the Sue and Labor Clause, this Policy shall pay the proportion of such expenses that the amount insured hereunder bears to the insured value of the Vessel, or that the amount insured hereunder, less loss and/or damage payable under this Policy, bears to the actual value of the salvaged property; whichever proportion shall be less.

If claim for total loss is admitted under this Policy and sue and labor expenses have been reasonably incurred in excess of any proceeds realized or value recovered, the amount payable under this Policy will be the proportion of such excess that the amount insured hereunder (without deduction for loss or damage) bears to the insured value or the sound value of the Vessel at the time of the accident, whichever value was greater.

And it is further agreed that if the Vessel hereby insured shall come into collision with any other Ship or Vessel and the Assured or the Charterers or the Surety in consequence of the insured Vessel being at fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the Underwriter will pay the Assured, or the Charterers, or the Surety, whichever shall have paid, such proportion of such sum or sums so paid as its subscription hereto bears to the value of the Vessel hereby insured, provided always that its liability in respect to any one such collision shall not exceed its proportionate part of the value of the Vessel hereby insured. And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of the Underwriter it will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both Vessels are to blame, then, unless the liability of the Owners or Charterers of one or both such Vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charterers of each vessel had been compelled to pay to the Owners or Charterers of the other of such Vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property, in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two Vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both Vessels, and one to be appointed by the Underwriter; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. Provided always that this clause shall in no case extend to any sum which the Assured, or the Charterers, or the Surety, may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages, structures, or any other objects (excepting other Vessels and property thereon), consequent on such collision, or in respect of the cargo, baggage or engagements of the Insured Vessel, or for loss of life, or personal injury. And provided also that in the event of any claim under

this clause being made by anyone other than the Owners of the Vessel hereby insured, he shall not be entitled to recover in respect of any liability to which the Owners of the Vessel as such would not be subject, nor to a greater extent than the Owners would be entitled in such event to recover.

In witness whereof, the Maritime Administrator, acting for the Secretary of Commerce, has signed this Policy but it shall not be valid unless countersigned by an authorized underwriting agent.

UNITED STATES OF AMERICA,
By Maritime Administrator, acting
for the Secretary of Commerce

Maritime Administrator.

The Underwriting Agent does not, by countersigning this Policy or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the Underwriting Agent by the Agreement made with the Maritime Administrator, acting for the Secretary of Commerce.

Countersigned at _____ this _____ day of _____ 195__.

By:

Authorized Underwriting Agent.

Form MA-240-A (3-52)

UNITED STATES OF AMERICA

HULL WAR RISK AND STRIKES CLAUSES

Endorsement attached to and made part of policy No. _____. It is agreed that this insurance covers only those risks which would be covered by the attached policy (including running down liability under the Collision Clause) in the absence of the F. C. & S. warranty contained therein but which are excluded by that warranty. This insurance is also subject, however, to the following warranties and additional clauses:

(1) The Adventures and Perils Clause shall be construed as including the risks of piracy, civil war, revolution, rebellion or insurrection or civil strife arising therefrom, floating and/or stationary mines and/or torpedoes whether derelict or not and/or military or naval aircraft and/or other engines of war including missiles from the land and weapons of war employing atomic fission or radioactive force and warlike operations and the application of sanctions under international agreements, whether before or after declaration of war and whether by a belligerent or otherwise, but excluding arrest, restraint or detention under customs or quarantine regulations, and similar arrests, restraints or detentions not arising from actual or impending hostilities or sanctions.

(2) This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions or caused by persons acting maliciously, but this paragraph shall not be construed to include or cover any loss, damage or expense caused by or resulting from delay, detention or loss of use.

(3) The Franchise warranty in the attached policy is waived and average shall be payable irrespective of percentage and without deduction of new for old. The provisions of the attached policy with respect to constructive total loss shall apply only to claims arising from physical damage to the insured vessel.

(4) Warranted free of any claim for delay or demurrage and warranted not to abandon in case of capture, seizure or detention, until after condemnation of the property insured.

(5) Warranted free of any claim based upon loss of or frustration of the insured voyage or adventure caused by arrests, re-

RULES AND REGULATIONS

straints or detentions, of kings, princes, or peoples.

(6) Warranted free from any claim arising from capture, seizure, arrest, restraint, detention, preemption, confiscation or requisition by the Government of the United States or of the country in which the vessel is owned or registered.

(7) Should the vessel be at sea at the natural expiry of this policy, this insurance shall be extended until midnight, G. m. t., of the day on which the vessel is moored at the next port to which she proceeds and 24 hours thereafter, provided notice be given to the Underwriting Agent as soon as practicable and an additional premium paid, if required.

(8) The "Breach of Warranty" clause in the printed policy is deleted.

(9) Warranted no War Risk Insurance in excess of the amount insured herein, whether for hull, machinery, disbursements, or other similar interests however described, exists or will be placed during the currency of this insurance, except as authorized by the Maritime Administrator, acting for the Secretary of Commerce.

(10) Warranted no cancellation except by mutual consent: *Provided, however*, That if the vessel shall be requisitioned by the United States on a basis whereby the United States provides the war risk insurance, then this insurance shall terminate and pro rata daily return premium shall be paid. In no other event shall there be any return of premium.

(11) For the purpose of determining liability under this policy for General Average contribution or Salvage and sue and labor expenses, the sum insured herein, or as stated in any binder of which this policy is a part, shall be deemed to be the "insured value" and the amount payable for the total loss of the vessel shall be deemed to be the "sound value".

SUBPART C—WAR RISK PROTECTION AND INDEMNITY INSURANCE

§ 308.200 *Amount of insurance for which application may be made.* An applicant for war risk protection and indemnity insurance shall state the amount of insurance desired but such amount shall not exceed \$250.00 per gross ton of the vessel.

§ 308.201 *Form of application.* Applications submitted shall be in strict accordance with the following form:

Form MA-185 (3-52)

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

APPLICATION FOR WAR RISK PROTECTION AND INDEMNITY INSURANCE

Application is made for War Risk Protection and Indemnity Insurance pursuant to Public Law 763, 81st Congress and in accordance with all provisions of law and subject to all limitations thereof:

Assured _____
Address _____
Owner _____
Address _____
Mortgagee, if any, _____
Address _____
Loss, if any, payable to _____ or order.
On _____
(Vessel's name) (Flag)

(Gross tonnage) (Date built)
Sum to be insured \$ _____ but not exceeding \$250 per gross ton of the vessel.

To attach, in the event of outbreak of war between any of the four Great Powers (France, Great Britain and/or any of the British Commonwealth of Nations, the Union of Soviet Socialist Republics, the United States of America).

At and from 48 hours from midnight, G. m. t., of the day on which such outbreak of war occurs:

Nevertheless should the vessel:

(A) Be at sea when such outbreak of war occurs, or

(B) Being in a port when such outbreak of war occurs depart therefrom as a measure of safety in respect of an insured peril within 48 hours from midnight, G. m. t., of the day on which such outbreak of war occurs, such insurance shall not attach until the expiry of 24 hours after midnight, G. m. t., of the day on which the vessel is moored at the next port to which the vessel proceeds.

To: Thirty (30) days from date of attachment.

Terms and conditions: Subject to form of policy prescribed by the Maritime Administrator, acting for the Secretary of Commerce.

If application is for insurance on a foreign-flag vessel, indicate category. If in category (b) also indicate applicable subpart. Category () ().

(a) Owned by a citizen or citizens of the United States as defined in section 1201 (d), Public Law 763, 81st Congress;

(b) Owned by a foreign corporation, the majority of the stock of which is owned by a citizen or citizens of the United States as defined in section 1201 (d), Public Law 763, 81st Congress or under long-term charter to such a citizen or citizens and

(1) Regularly loading and/or discharging cargo and/or passengers at a port or ports in the continental United States or its territories or possessions, or

(11) In a service on a term (not voyage) basis for the sole account of the United States or any department or agency thereof, or

(111) In a service believed by the concerned owner, charterer, assured and applicant to be in the interest of the national defense or the national economy of the United States.

If this application is for insurance with respect to a foreign-flag vessel not in category (a), (b) (1), or (b) (11) it shall be accompanied by the statement specified in § 308.3 of Maritime Administration General Order 75 (Part 308, Title 46, Code of Federal Regulations), which statement shall be deemed to be a part of this application. Binding Fee (not returnable unless application is rejected). \$25.00.

Check payable to the order of the Treasurer of the United States enclosed herewith.

Rate of Premium: To be fixed by the Maritime Administrator, acting for the Secretary of Commerce.

Dated _____ 195__
Applicant _____
Binder to be sent to—
Name _____
Address _____
By _____
Authorized signature.

(Application, in duplicate, to be submitted to the American War Risk Agency, 99 John Street, New York 38, N. Y.)

§ 308.202 *Issuance of interim binder; its terms and conditions.* Upon acceptance of an application, an interim binder in the form set forth in § 308.205 will be issued and there shall be deemed to be incorporated therein by reference all of the terms, conditions and warranties contained in the standard war risk protection and indemnity insurance policy set forth in § 308.206 to the same extent as if such policy were made a part of the binder. The binding fee shall be \$25.00.

§ 308.203 *Sum which will be insured under interim binder.* The sum insured shall be the amount stated in the appli-

cation, but not in excess of \$250.00 per gross ton of the vessel.

§ 308.204 *Reporting casualties and filing claims.* All casualties occurring after insurance under a binder has attached shall be reported promptly to, and all claim documents filed with, the Division of Insurance, Maritime Administration, Department of Commerce, Washington 25, D. C.

§ 308.205 *Standard form of war risk protection and indemnity insurance interim binder.* The following is the standard form of war risk protection and indemnity insurance interim binder:

Form MA-186 (3-52)

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

WAR RISK PROTECTION AND INDEMNITY INSURANCE

INTERIM BINDER NO. WRP & I

The United States of America, represented by the Maritime Administrator, acting for the Secretary of Commerce, in consideration of the binding fee and premium provided for herein, hereby insures, in accordance with applicable provisions of law and subject to all limitations thereof, particularly Public Law 763, 81st Congress, against War Risk Protection and Indemnity liabilities only, subject to the conditions stated herein:

Assured _____
Loss, if any, payable to _____ or order.

On _____
(Vessel's name) (Flag)

(Gross tonnage) (Date built)
Sum insured _____ dollars
(8-) but not exceeding \$250 per gross ton of the insured vessel,

Attaching, in the event of outbreak of war between any of the four Great Powers (France, Great Britain and/or any of the British Commonwealth of Nations, the Union of Soviet Socialist Republics, the United States of America).

At and from 48 hours from midnight, G. m. t., of the day on which such outbreak of war occurs:

Nevertheless should the vessel:

(A) Be at sea when such outbreak of war occurs, or

(B) Being in a port when such outbreak of war occurs depart therefrom as a measure of safety in respect of an insured peril within 48 hours from midnight, G. m. t., of the day on which such outbreak of war occurs,

this insurance shall not attach until the expiry of 24 hours after midnight, G. m. t., of the day on which the vessel is moored at the next port to which the vessel proceeds.

To: Thirty (30) days from date of attachment.

Assured to have privilege of deferring attachment by giving written or telegraphic notice to the Underwriting Agent prior to attachment of risk.

This binder shall automatically expire one year from the date of issuance unless insurance has attached hereunder within that period.

Terms and conditions—There shall be deemed to be incorporated herein all of the terms, conditions and warranties contained in the war risk protection and indemnity insurance policy set forth in § 308.206 of Maritime Administration General Order 75 (Part 308, Title 46, Code of Federal Regulations) but, to the extent there is inconsistency between such policy and this binder, the terms, conditions and warranties of this binder shall prevail.

Warranted that at the date of issuance of this binder and for and during the term of any insurance attaching hereunder the vessel is (1) an American vessel as defined in section 1201 (a), Public Law 763, 81st Congress or (2) a foreign-flag vessel in the category, including the applicable sub-part of category (b), specified in the application pursuant to which this binder was issued, and if, at any time after insurance attaches under this binder, the vessel shall cease to come within either (1) or (2) above, this binder and insurance provided hereunder shall automatically terminate at the time of such change, without return of binding fee or premium, unless the Maritime Administrator agrees otherwise.

Premium—Rate to be fixed promptly after the happening of the event causing the "Automatic Termination Clauses" of any war risk policies to become operative and premium shall be payable within ten days after receipt of notice of the amount thereof by the assured. If premium is not paid within that period this binder shall be null and void and of no effect and insurance hereunder shall not have attached unless the Maritime Administrator agrees otherwise. Payment shall be made to the Underwriting Agent by check payable to the order of the Treasurer of the United States.

Claims—Casualties arising after the attachment of insurance hereunder shall be reported promptly to the Division of Insurance, Maritime Administration, Department of Commerce, Washington 25, D. C., and all claim documents shall likewise be filed with such Division.

The Underwriting Agent does not, by countersigning this binder or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the Underwriting Agent by the Agreement made with the Maritime Administrator, acting for the Secretary of Commerce.

UNITED STATES OF AMERICA,
By Maritime Administrator, acting
for the Secretary of Commerce.

Countersigned at New York, N. Y., this
_____ day of 195_____

AMERICAN WAR RISK AGENCY,

By: _____

Authorized Underwriting Agent.

Maritime Administrator.

Not valid unless countersigned by an authorized underwriting agent.

§ 308.206 *Standard form of war risk protection and indemnity insurance policy.* The following is the standard form of war risk protection and indemnity insurance policy:

Form MA-241 (3-52)

UNITED STATES OF AMERICA

POLICY NO. P. & I. _____

Represented by the Maritime Administrator, acting for the Secretary of Commerce (sometimes hereinafter called the Underwriter), by this policy of insurance, in accordance with applicable provisions of law and subject to all limitations thereof, and in consideration of the stipulations herein named and of _____ dollars, being premium at the rate of _____, does insure _____ hereinafter called the Assured.

Loss, if any, payable to _____ or order. In the sum of _____ dollars at and from the _____ day of _____, 19____, time until the _____ day of _____, 19____, against the liabilities of the Assured as hereinafter described, and subject to the terms and con-

ditions hereinafter set forth, in respect of the vessel _____ (or by whatsoever other name or names the said vessel is or shall be called).

The Underwriter undertakes to make good to the Assured all such loss and/or damage and/or expense as the Assured shall, as owner of the vessel named herein, have become legally liable to pay and shall pay on account of the liabilities, risks, events and/or happenings herein set forth:

Loss of life, injury and illness. (1) Liability for life salvage, loss of life of, or personal injury to, or illness of, any person, not including, however, unless otherwise agreed by endorsement hereon, liability to an employee (other than a seaman) of the Assured or, in case of his death, to his beneficiaries under any compensation act. Liability hereunder shall also include burial expenses not exceeding \$200, where reasonably incurred by the Assured for the burial of any seaman. The term Person as aforesaid shall include any person or persons carried on the insured vessel.

(a) Insurance hereunder shall not cover any liability under the provisions of Public Law 267, 64th Congress, approved September 7, 1916, as amended, now known as the Federal Employees Compensation Act, or under the provisions of section 2 (c) of Public Law 17, 78th Congress, approved March 24, 1943, as amended.

(b) Insurance hereunder in connection with the handling of cargo for the insured vessel shall commence from the time of receipt by the Assured of the cargo on dock or wharf, or on craft alongside for loading, and shall continue until due delivery thereof from dock or wharf of discharge or until discharge from the insured vessel on to a craft alongside.

Repatriation expenses. (2) Liability for expenses reasonably incurred in necessarily repatriating any member of the crew or any other person employed on board the insured vessel: *Provided, however,* That the Assured shall not be entitled to recover any such expenses incurred by reason of the expiration of the shipping agreement, other than by sea perils, or by the voluntary termination of the agreement. Wages shall be recoverable hereunder only when payable under statutory obligation during unemployment due to the wreck or loss of the insured vessel.

Collision. (3) Liability for loss or damage arising from collision of the insured vessel with another ship or vessel insofar as such liability is excluded from the liabilities insured under the following four-fourths Collision Clause in the United States of America Hull Policy (MA-240): "And it is further agreed that if the Vessel hereby insured shall come into collision with any other Ship or Vessel and the Assured or the Charterers or the Surety in consequence of the insured Vessel being at fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the Underwriter will pay the Assured, or the Charterers, or the Surety, whichever shall have paid, such proportion of such sum or sums to paid as its subscription hereto bears to the value of the Vessel hereby insured, provided always that its liability in respect to any one such collision shall not exceed its proportionate part of the value of the Vessel hereby insured. And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of the Underwriter it will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both Vessels are to blame, then, unless the liability of the Owners or Charterers of one or both such Vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charterers of each Vessel had been

compelled to pay to the Owners or Charterers of the other of such Vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property, in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two Vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both Vessels, and one to be appointed by the Underwriter; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. Provided always that this clause shall in no case extend to any sum which the Assured, or the Charterers, or the Surety, may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages, structures, or any other objects (excepting other Vessels and property thereon), consequent on such collision, or in respect of the cargo, baggage or engagements of the Insured Vessel, or for loss of life, or personal injury. And provided also that in the event of any claim under this clause being made by anyone other than the Owners of the Vessel hereby insured, he shall not be entitled to recover in respect of any liability to which the Owners of the Vessel as such would not be subject, nor to a greater extent than the Owners would be entitled in such event to recover."

Provided, however, That insurance hereunder shall not extend to any liability, whether direct or indirect, in respect of the engagements of or the detention or loss of time of the insured vessel.

(a) Claims hereunder shall be settled on the principles of Cross-Liabilities to the same extent only as provided in the four-fourths Collision Clause above mentioned.

(b) Where both vessels are the property, in part or in whole, of the same Owners or Charterers, claims hereunder shall be settled on the basis of the principles set forth in the four-fourths Collision Clause above mentioned.

(c) Claims hereunder shall be separated among the several classes enumerated in this policy and each class shall be subject to the special conditions applicable in respect to such class.

(d) Notwithstanding the foregoing, the Underwriter shall not be liable for any claims hereunder where the various liabilities resulting from such collision, or any of them, have been compromised, settled or adjusted without the written consent of the Underwriter.

Damage caused otherwise than by collision.

(4) Liability for loss of or damage to any other vessel or craft, or to property on board such other vessel or craft, caused otherwise than by collision of the insured vessel with another vessel or craft.

(a) Where such other vessel or craft or property on board such other vessel or craft belongs to the Assured, claims hereunder shall be adjusted as if it belonged to a third person; *Provided, however,* That if such vessel, craft or property be insured, the Underwriter shall be liable hereunder only in so far as the loss or damage, but for the insurance herein provided, is not or would not be recoverable by the Assured under such other insurance.

Damage to docks, buoys, etc. (5) Liability for damage to any dock, pier, jetty, bridge, harbor, breakwater, structure, beacon, buoy, lighthouse, cable or to any fixed or movable

object or property whatsoever, except another vessel or craft or property on another vessel or craft or on the insured vessel unless elsewhere covered herein.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Underwriter shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

Wreck removal. (6) Liability for costs or expenses of or incidental to the removal of the wreck of the insured vessel if legally liable therefore; *Provided, however, That:*

(a) From such costs and expenses shall be deducted the value of any salvage from or which might have been recovered from the wreck inuring, or which might have insured, to the benefit of the Assured;

(b) The Underwriter shall not be liable for any costs or expenses which would be covered by full insurance under the United States of America Hull Policy (MA-240);

(c) In the event that the wreck of the insured vessel is upon property owned, leased, rented or otherwise occupied by the Assured, the Underwriter shall be liable for any liability for removal of the wreck which would be imposed upon the Assured by law in the absence of contract if the wreck had been upon the property belonging to another, but only for the excess over any amount recoverable under any other insurance applicable thereto.

Cargo. (7) Liability for loss of or damage to or in connection with cargo or other property (except mail or parcel post), including baggage and personal effects of persons other than members of the crew, and not exceeding \$100 per person, to be carried, carried or which has been carried on board the insured vessel; *Provided, however, That no liability shall exist hereunder for:*

Specie, bullion, jewelry, etc. (a) Loss, damage or expense incurred in connection with the custody, carriage or delivery of specie, bullion, precious stones, precious metals, jewelry, silks, furs, banknotes, bonds or other negotiable documents, or similar valuable property;

Refrigeration. (b) Loss, damage or expense arising out of or in connection with the care, custody, carriage or delivery of cargo requiring refrigeration, unless the spaces, apparatus, and means used for the care, custody and carriage thereof have been surveyed by a classification or other competent disinterested surveyor under working conditions before the commencement of each round voyage unless otherwise agreed and found in all respects fit, and unless the Underwriter has approved in writing the form of contract under which such cargo is accepted for transportation;

Deviation. (c) Loss, damage or expense arising from any deviation, or proposed deviation, not authorized by the contract of affreightment, known to the Assured in time to insure specifically the liability therefor, unless notice thereof is given to the Underwriter and the Underwriter agrees, in writing, that such insurance is unnecessary;

Stowage in improper spaces. (d) Loss, damage or expense arising with respect to under deck cargo stowed on deck or with respect to cargo stowed in spaces not suitable for its carriage, unless the Assured shall show that every reasonable precaution has been taken by him to prevent such improper stowage;

Misdescription of goods. (e) Loss, damage or expense arising out of or as a result of the issuance of bills of lading which, to the knowledge of the Assured, improperly described the goods or their containers as to condition or quantity;

(f) Loss, damage or expense arising from issuance of clean bills of lading for goods known to be missing, unsound or damaged;

(g) Loss, damage or expense arising from the intentional issuance of bills of lading prior to receipt of the goods described therein, or covering goods not received at all;

(h) Loss, damage or expense arising from delivery of cargo without surrender of order bills of lading;

Freight. (1) Freight on cargo short-delivered, whether or not prepaid or whether or not included in the claim and paid by the Assured; *And provided further, That:*

(j) Liability hereunder shall in no event exceed that which would be imposed by law in the absence of contract;

Protective clauses required in contract of affreightment. (k) Liability hereunder shall be limited to such as would exist if the charter party, bill of lading, or contract of affreightment contained (i) a negligence general average clause in the form hereinafter specified under paragraph (12); (ii) a clause providing that any provision of the charter party, bill of lading, or contract of affreightment to the contrary notwithstanding, the Assured and the insured vessel shall have the benefit of all limitations of and exemptions from liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force; (iii) such clauses, if any, as are required by law to be stated therein; (iv) and such other protective clauses as are generally in use in the particular trade;

Carriage of Goods by Sea Act. (1) When cargo carried by the insured vessel is under a bill of lading or similar document of title subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as is imposed by said Act or law, and if the Assured or the insured vessel assumes any greater liability or obligation, either in respect of the valuation of the cargo or in any other respect, then the minimum liabilities and obligations imposed by said Act or law, such greater liability or obligation shall not be covered hereunder;

Limit of \$500 per package. (m) When cargo carried by the insured vessel is under a charter party, bill of lading, or contract of affreightment not subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as would exist if said charter party, bill of lading, or contract of affreightment contained a clause exempting the Assured and the insured vessel from liability for losses arising from unseaworthiness provided that due diligence shall have been exercised to make the vessel seaworthy and properly manned, equipped, and supplied, and a clause limiting the Assured's liability for total loss or damage to goods shipped to \$500 per package, or in case of goods not shipped in packages, per customary freight unit, and providing for pro rata adjustment on such basis for partial loss or damage. The provisions of clauses (k), (l) and (m) herein may, however, be waived or altered by the Underwriter on terms agreed in writing;

Oral contract. (n) In the event cargo is carried under an arrangement not reduced to writing, the Underwriter's liability hereunder shall be no greater than if such cargo had been carried under a charter party, bill of lading or contract of affreightment containing the clauses referred to herein;

Assured's own cargo. (o) Where cargo on board the insured vessel is the property of the Assured, such cargo shall be deemed to be carried under a contract containing the protective clauses described in clauses (k), (l) and (m) herein; and such cargo shall be deemed to be fully insured under the usual form of cargo policy, and in case of loss or of damage to such cargo the Assured shall be insured hereunder in respect of such loss or damage only to the extent that he would have been if the cargo had belonged

to another, but only in the event and to the extent that the loss or damage would not be recoverable from marine insurers under a cargo policy as above specified;

Transportation on land or on another vessel or craft. (p) No liability shall exist hereunder for any loss, damage or expense in respect of cargo or other property, including baggage and personal effects of persons other than members of the crew, being transported on land or on another vessel or craft;

Cargo on dock. (q) No liability shall exist hereunder for any loss, damage or expense in respect of cargo or other property, including baggage and personal effects of persons other than members of the crew, before loading on or after discharge from the insured vessel caused by flood, tide, windstorm, earthquake, fire, explosion, heat, cold, deterioration, collapse of wharf, leaky shed, theft, or pilferage unless such loss, damage or expense is caused directly by the insured vessel, her master, officers or crew.

Fines and penalties. (8) Liability for fines and penalties for the violation of any laws of the United States, or of any State thereof, or of any foreign country, *Provided, however, That the Underwriter shall not be liable to indemnify the Assured against any such fines or penalties resulting directly or indirectly from the failure, neglect or fault of the Assured or its managing officers to exercise the highest degree of diligence to prevent a violation of any such laws.*

Mutiny, misconduct. (9) Liability for expenses incurred in resisting any unfounded claim by the master or crew or other person employed on board the insured vessel, or in prosecuting such person or persons in case of mutiny or other misconduct; not including, however, costs of successfully defending claims elsewhere protected in this policy.

Quarantine expenses. (10) Liability for extraordinary expenses, incurred in consequence of the outbreak of plague, or other disease on the insured vessel, for disinfection of the vessel or of persons on board, or for quarantine expenses, not being the ordinary expenses of loading or discharging, nor the ordinary wages or provisions of crew or passengers; *Provided, however, That no liability shall exist hereunder if the vessel be ordered to proceed to a port where it is known that she will be subjected to quarantine.*

Putting in expenses. (11) Liability for port charges incurred solely for the purpose of putting into land an injured or sick seaman, and the net loss to the Assured in respect of bunkers, insurance, stores and provisions as the result of the deviation.

Cargo's proportion G/A. (12) Liability for Cargo's proportion of General Average, including special charges, so far as the Assured cannot recover the same from any other source; *Provided, however, That if the charter party, bill of lading or contract of affreightment does not contain the negligence general average clause quoted below, the Underwriter's liability hereunder shall be limited to such as would exist if such clause were contained therein, viz:*

Negligence G/A clause. "In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers."

Expenses and law costs. (13) Liability for costs, charges and expenses reasonably in-

curring and paid by the Assured in connection with any liability insured under this policy, provided that the Assured shall not be entitled to indemnity for the cost or expense of prosecuting or defending any claim or suit unless the same shall have been incurred with the approval in writing of the Underwriter, or the Underwriter shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay, or that the expenses were reasonably and properly incurred. The cost and expense of prosecuting any claim in which the Underwriter shall have an interest by subrogation or otherwise shall be divided between the Assured and the Underwriter in proportion to the amounts which they would have been entitled to receive respectively, if the suit should be successful.

(14) Expenses which the Assured may incur under authorization of the Underwriter in the interest of the Underwriter.

GENERAL CONDITIONS AND LIMITATIONS

Prompt notice of claim. (15) In the event of any happening which may result in loss, damage or expense for which the Underwriter may become liable, prompt notice thereof, on being known to the Assured, shall be given by the Assured to the Underwriter, but failure to give such prompt notice because of wartime emergency conditions shall not prejudice this insurance. The Underwriter shall not be liable for any claim not presented to the Underwriter with proper proofs of loss within twenty-four (24) months after payment by the Assured.

Time for suit. (16) In no event shall suit on any claim be maintainable against the Underwriter unless commenced within twenty-four (24) months after the loss, damage or expenses resulting from liabilities, risks, events, occurrences and expenditures specified under this policy shall have been paid by the Assured.

Settlement of claims. (17) The Assured shall not make any admission of liability, either before or after any occurrence, which may result in a claim for which the Underwriter may be liable. The Assured shall not interfere in any negotiations of the Underwriter for settlement of any legal proceedings in respect of any occurrences for which the Underwriter is liable under this policy; *Provided, however,* That in respect of any occurrence likely to give rise to a claim under this policy, the Assured is obligated to and shall take such steps to protect his and the Underwriter's interests as would reasonably be taken in the absence of this or similar insurance. If the Assured shall fail or refuse to settle any claim as authorized or directed by the Underwriter, the liability of the Underwriter to the Assured shall be limited to the amount for which settlement could have been made or, if the amount is unknown, to the amount which the Underwriter authorized.

Defense of claims. (18) Whenever required by the Underwriter, the Assured shall aid in securing information and evidence and in obtaining witnesses and shall cooperate with the Underwriter in the defense of any claim or suit or in the appeal from any judgment, in respect of any occurrence as hereinbefore provided.

Assumed contractual liability. (19) Unless otherwise agreed by endorsement hereon, the Underwriter's liability shall in no event exceed that which would be imposed on the Assured by law in the absence of contract; *Provided, however,* That the Assured's right of indemnity from the Underwriter shall include any loss, damage or expense covered under the provisions of this policy arising as a result of any contract for the employment of tugs where such contract is one which is substantially similar to those customarily in use or in force during the currency of this policy. The Assured's right of indemnity hereunder shall not include any liability for

loss, damage or expense arising from collision between the insured vessel and another vessel or craft, other than liability consequent on such collision, (a) for removal of obstructions under statutory powers, (b) for damage to any dock, pier, jetty, bridge, harbor, breakwater, structure, beacon, buoy, lighthouse, cable or similar structures, (c) in respect of the cargo of the insured vessel and (d) for loss of life, personal injury and illness.

Assignment. (20) No claim or demand against the Underwriter shall be assigned or transferred, and no person, other than a receiver of the property or the estate of the Assured, shall acquire any right against the Underwriter without the express consent of the Underwriter; *Provided, however,* That this shall not affect the rights of any assignee under an assignment made by virtue of any governmental order or decree, in which event such assignee shall have and possess all of the rights of its predecessor in assignment.

Subrogation. (21) The Underwriter shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any payment made under this policy, to the extent of such payment, and the Assured shall, upon the request of the Underwriter, execute all documents necessary to secure to the Underwriter such rights.

Double insurance. (22) The Underwriter shall not be liable for any loss or damage against which, but for the insurance hereunder, the Assured is or would be insured under existing insurance excepting as provided in paragraph (1) (a) hereof.

Limitation of liability. (23) If and when the Assured under this policy has any interest other than as an owner or bareboat charterer of the insured vessel, in no event shall the Underwriter be liable hereunder to any greater extent than if such Assured were the owner or bareboat charterer and were entitled to all the rights of limitation to which a shipowner is entitled.

Risks excluded. (24) Notwithstanding anything to the contrary contained in this policy, the Underwriter shall not be liable for any loss, damage, or expense sustained, directly or indirectly by reason of:

(a) Loss, damage or expense to hull, machinery, equipment or fittings of the insured vessel, including refrigerating apparatus and wireless equipment, whether or not owned by the Assured;

(b) Cancellation or breach of any charter or contract, detention of the vessel, bad debts, insolvency, fraud of agents, loss of freight, passage money, hire, demurrage, or any other loss of revenue;

(c) Any loss, damage, sacrifice, or expense which would be payable under the terms of the United States of America Hull Policy (MA-240), on hull, machinery, etc., whether or not the insured vessel is fully covered by insurance sufficient in amount to pay such loss, damage, sacrifice or expense;

(d) The insured vessel towing any other vessel or craft, unless such towage was to assist such other vessel or craft in distress to a port or place of safety; *Provided, however,* That this exception shall not apply to claims covered under paragraph (1) of this policy;

(e) For any claim for loss of life, personal injury or illness in relation to the handling of cargo where such claim arises under a contract of indemnity between the Assured and his subcontractor.

F. C. and S. Clause. (25) Notwithstanding anything to the contrary contained in this policy, the Underwriter shall not be liable for or in respect of any loss, damage or expense, sustained by reason of capture, seizure, arrest, restraint or detention, or the consequences thereof or of any attempt thereat; or sustained in consequence of military, naval or air action by force of arms, including mines and torpedoes or other mis-

siles or engines of war, whether of enemy or friendly origin; or sustained in consequence of placing the vessel in jeopardy as an act or measure of war taken in the actual process of a military engagement, including embarking or disembarking troops or material of war in the immediate zone of such engagement; and any such loss, damage and expense shall be excluded from this policy without regard to whether the Assured's liability therefor is based on negligence or otherwise, and whether before or after a declaration of war.

(26) Liability hereunder in respect of any one accident or occurrence is limited to the amount hereby insured.

In witness whereof, the Maritime Administrator, acting for the Secretary of Commerce, has signed this policy but it shall not be valid unless countersigned by an authorized underwriting agent.

UNITED STATES OF AMERICA,
By Maritime Administrator, acting,
for the Secretary of Commerce.

Maritime Administrator.

The Underwriting Agent does not, by countersigning this policy or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the Underwriting Agent by the Agreement made with the Maritime Administrator, acting for the Secretary of Commerce.

Countersigned at _____ this _____ day of _____ 195__

By:

Authorized underwriting agent.

Form MA-241-A (3-52)

UNITED STATES OF AMERICA

WAR RISK PROTECTION AND INDEMNITY CLAUSES

Endorsement attached to and made part of Policy No. P. & I. _____

(1) This insurance to cover only the liability of the Assured for those protection and indemnity risks excluded from the Marine Protection and Indemnity Policy, to which these clauses are attached, by the F. C. & S. Clause contained therein.

(2) This insurance also to cover liability of the Assured for (a) strikes, riots and civil commotions and (b) for contractual repatriation expenses of any member of the crew as a result of perils excluded by the aforesaid F. C. & S. Clause.

(3) Claims for which the Underwriter shall be liable under these clauses shall not be subject to any deduction.

(4) The liability of the Underwriter under these clauses in respect of any one accident or series of accidents arising out of the same casualty shall be limited to the sum hereby insured.

(5) In the event of loss or shipwreck of the vessel from any cause prior to the natural expiry of this policy, this insurance shall continue to cover the liability of the Assured to the crew of the insured vessel, subject to its terms and conditions and at an additional premium if so required by the Underwriter, until the crew shall be either discharged or landed at a port or place to which the owners or charterers are obliged to bring them.

(6) Should the vessel be at sea at the natural expiry of this policy, this insurance shall be extended until Midnight, G. M. T., of the day on which the vessel is moored at the next port to which she proceeds and 24 hours thereafter provided notice be given to the Underwriter as soon as practicable and an additional premium paid, if required.

(7) Warranted no cancellation except by mutual consent, provided, however, that if the vessel shall be requisitioned by the United States on a basis whereby the United States provides the war risk protection and

RULES AND REGULATIONS

indemnity insurance, then this insurance shall terminate and pro rata daily return premium shall be paid. In no other event shall there be any return of premium.

(8) Notwithstanding any of the foregoing provisions, all liabilities covered by the Second Seamen's form of policy are excluded from this insurance.

SUBPART D—SECOND SEAMEN'S WAR RISK INSURANCE (1952)

§ 308.300 *Amounts of insurance for which application may be made.* An applicant for Second Seamen's war risk insurance shall not state the amount of insurance desired, which shall be as provided in § 308.303.

§ 308.301 *Form of application.* Applications submitted shall be in strict accordance with the following form:

Form MA-187 (3-52)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

MARITIME ADMINISTRATION

APPLICATION FOR SECOND SEAMEN'S WAR RISK INSURANCE

Application is made for Second Seamen's War Risk Insurance (1952) pursuant to Public Law 763, 81st Congress and in accordance with all provisions of law and subject to all limitations thereof:

Assured _____
Address _____

Loss, if any, payable in accordance with applicable provisions of Second Seamen's War Risk Policy (1952).

(Vessel's name) (Flag)

(Gross tonnage) (Date built)

In the amount specified in the Second Seamen's War Risk Policy (1952) or as modified by shipping articles, collective bargaining agreements or other applicable employment agreements which are in effect upon the happening of the event causing the "Automatic Termination Clauses" of any war risk policies to become operative. Upon the happening of said event, the number of crew members and modified benefits payable as of that date will immediately be declared to the Underwriting Agent. Any subsequent changes will be likewise declared.

To attach, in the event of outbreak of war between any of the four Great Powers (France, Great Britain and/or any of the British Commonwealth of Nations, the Union of Soviet Socialist Republics, the United States of America).

At and from 48 hours from midnight, G. m. t., of the day on which such outbreak of war occurs:

Nevertheless should the vessel:

(A) Be at sea when such outbreak of war occurs, or

(B) Being in a port when such outbreak of war occurs depart therefrom as a measure of safety in respect of an insured peril within 48 hours from midnight, G. m. t., of the day on which such outbreak of war occurs,

such insurance shall not attach until the expiry of 24 hours after midnight, G. m. t., of the day on which the vessel is moored at the next port to which the vessel proceeds.

To: Thirty (30) days from date of attachment.

Terms and conditions: Subject to form of policy prescribed by the Maritime Administrator, acting for the Secretary of Commerce.

If application is for insurance on a foreign-flag vessel, indicate category. If in category (b) also indicate applicable sub-part. Category () ().

(a) Owned by a citizen or citizens of the United States as defined in section 1201 (d), Public Law 763, 81st Congress;

(b) Owned by a foreign corporation, the majority of the stock of which is owned by a citizen or citizens of the United States as defined in section 1201 (d), Public Law 763, 81st Congress or under long-term charter to such a citizen or citizens, and

(i) Regularly loading and/or discharging cargo and/or passengers at a port or ports in the continental United States or its territories or possessions, or

(ii) In a service on a term (not voyage) basis for the sole account of the United States or any department or agency thereof, or

(iii) In a service believed by the concerned owner, charterer, assured and applicant to be in the interest of the national defense or the national economy of the United States.

If this application is for insurance with respect to a foreign-flag vessel not in category (a), (b) (i), or (b) (ii) it shall be accompanied by the statement specified in § 308.3 of Maritime Administration General Order 75 (Part 308, Title 46, Code of Federal Regulations), which statement shall be deemed to be a part of this application. Binding Fee (not returnable unless application is rejected). \$75.00.

Check payable to the order of the Treasurer of the United States—enclosed herewith.

Rate of Premium: To be fixed by the Maritime Administrator, acting for the Secretary of Commerce.

Dated _____, 195____
Applicant _____
Binder to be sent to—
Name _____
Address _____
By _____
Authorized Signature.

(Application, in duplicate, to be submitted to the American War Risk Agency, 99 John Street, New York 38, N. Y.)

§ 308.302 *Issuance of interim binder; its terms and conditions.* Upon acceptance of an application, an interim binder in the form set forth in § 308.305 will be issued and there shall be deemed to be incorporated therein by reference all of the terms, conditions and warranties contained in the Second Seamen's War Risk Policy (1952) set forth in § 308.306 to the same extent as if such policy were made a part of the binder. The binding fee shall be \$75.00.

§ 308.303 *Sums which will be insured under interim binder.* The sums insured are the amounts specified in the Second Seamen's War Risk Policy (1952) or as modified by shipping articles, collective bargaining agreements or other applicable employment agreements which are in effect upon the happening of the event causing the "Automatic Termination Clauses" of any war risk policies to become operative. Upon the happening of said event, the number of crew members and modified benefits payable as of that date shall be declared immediately to the underwriting agent that issued the binder. Any subsequent changes shall be likewise declared.

§ 308.304 *Reporting casualties and filing claims.* All casualties occurring after insurance under a binder has attached shall be reported promptly to, and all claim documents filed with, the Division of Insurance, Maritime Administration, Department of Commerce, Washington 25, D. C.

§ 308.305 *Standard form of Second Seamen's war risk interim binder.* The following is the standard form of Second Seamen's war risk interim binder:

Form MA-188 (3-52)

UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

MARITIME ADMINISTRATION

SECOND SEAMEN'S WAR RISK INSURANCE (1952)

INTERIM BINDER NO. ESWR

The United States of America, represented by the Maritime Administrator, acting for the Secretary of Commerce, in consideration of the binding fee and premium provided for herein, hereby insures, in accordance with applicable provisions of law and subject to all limitations thereof, particularly Public Law 763, 81st Congress, against Second Seamen's War Risk liabilities only, subject to the conditions stated herein:

Assured _____
Loss, if any, payable in accordance with applicable provisions of Second Seamen's War Risk Policy (1952).

(Vessel's name) (Flag)

(Gross tonnage) (Date built)

Sums insured: The amounts specified in the Second Seamen's War Risk Policy (1952) or as modified by shipping articles, collective bargaining agreements or other applicable employment agreements which are in effect upon the happening of the event causing the "Automatic Termination Clauses" of any war risk policies to become operative. Upon the happening of said event the number of crew members and modified benefits payable as of that date shall immediately be declared to the Underwriting Agent. Any subsequent changes shall be likewise declared and additional premium paid, if required.

Attaching, in the event of outbreak of war between any of the four Great Powers (France, Great Britain and/or any of the British Commonwealth of Nations, the Union of Soviet Socialist Republics, the United States of America).

At and from 48 hours from midnight, G. m. t., of the day on which such outbreak of war occurs:

Nevertheless should the vessel:

(A) Be at sea when such outbreak of war occurs, or

(B) Being in a port when such outbreak of war occurs depart therefrom as a measure of safety in respect of an insured peril within 48 hours from midnight, G. m. t., of the day on which such outbreak of war occurs,

this insurance shall not attach until the expiry of 24 hours after midnight, G. m. t., of the day on which the vessel is moored at the next port to which the vessel proceeds.

To: Thirty (30) days from date of attachment.

Assured to have privilege of deferring attachment by giving written or telegraphic notice to the Underwriting Agent prior to attachment of risk.

This binder shall automatically expire one year from the date of issuance unless insurance has attached hereunder within that period.

Terms and conditions: There shall be deemed to be incorporated herein all of the terms, conditions and warranties contained in the Second Seamen's War Risk Policy (1952) set forth in § 308.306 of Maritime Administration General Order 75 (Part 308, Title 46, Code of Federal Regulations) but, to the extent there is inconsistency between such policy and this binder, the terms, conditions and warranties of this binder shall prevail.

Warranted that at the date of issuance of this binder and for and during the term of any insurance attaching hereunder the vessel is (1) an American vessel as defined in section 1201 (a), Public Law 763, 81st Congress or (2) a foreign-flag vessel in the category, including the applicable sub-part of category (b), specified in the application pursuant to which this binder was issued, and if, at any time after insurance attaches under this binder, the vessel shall cease to come within either (1) or (2) above, this binder and insurance provided hereunder shall automatically terminate at the time of such change, without return of binding fee or premium, unless the Maritime Administrator agrees otherwise.

Premium: Rate to be fixed promptly after the happening of the event causing the "Automatic Termination Clauses" of any war risk policies to become operative and premium shall be payable within ten days after receipt of notice of the amount thereof by the assured. If premium is not paid within that period this binder shall be null and void and of no effect and insurance hereunder shall not have attached unless the Maritime Administrator agrees otherwise. Payment shall be made to the Underwriting Agent by check payable to the order of the Treasurer of the United States.

Claims: Casualties arising after the attachment of insurance hereunder shall be reported promptly to the Division of Insurance, Maritime Administration, Department of Commerce, Washington 25, D. C., and all claim documents shall likewise be filed with such Division.

The Underwriting Agent does not, by countersigning this binder or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the Underwriting Agency by the Agreement made with the Maritime Administration, acting for the Secretary of Commerce.

UNITED STATES OF AMERICA,
By Maritime Administrator, acting
for the Secretary of Commerce.

Countersigned at New York, N. Y., this
_____ day of 195__.

AMERICAN WAR RISK AGENCY,

By _____
Authorized Underwriting Agent.

Maritime Administrator.

Not valid unless countersigned by an authorized underwriting agent.

§ 308.306 *Standard form of Second Seamen's War Risk Policy (1952):* The following is the standard form of Second Seamen's War Risk Policy (1952):

Form MA-242 (3-52)

UNITED STATES OF AMERICA

POLICY NO. SJWR (1952) _____

Represented by the Maritime Administrator, acting for the Secretary of Commerce (sometimes hereinafter called the Underwriter),

By this Policy of Insurance, in accordance with applicable provisions of law and subject to all limitations thereof, and in consideration of the stipulations herein named and of _____ dollars, being premium at the rate of _____, does insure _____

for its legal and/or contractual liability for payments to master, officers and members of the crew of the vessel _____ in accordance with the terms, conditions, schedules and payee provisions of the Second Seamen's War Risk Policy, as amended, (8 F. R. 3455 et seq.) (sometimes hereinafter called Policy (1943)) which is made a part hereof.

At and from the _____ day of _____ 19____, _____ time, to the _____ day of _____ 19____, _____ time.

SPECIAL CONDITIONS

1. Without in any way amending or extending the coverage, it is understood and agreed that, wherever in Policy (1943) the words "War Shipping Administration", "Administrator", "Insured" or "Maritime War Emergency Board" appear, there shall be deemed substituted therefor the words "United States of America, represented by the Maritime Administrator, acting for the Secretary of Commerce".

2. The Underwriter agrees that detention and repatriation benefits, as provided under Article 17 of Policy (1943), shall continue until the crew member(s) shall be returned to the port to which the assured is obligated to return the crew member(s), as shown by the shipping articles signed by the crew member(s) or, if not on articles, by the contract of employment entered into by the crew member(s).

3. In the event the assured agrees to provide master, officers and crew members with insurance in principal sums over and above those provided by Policy (1943), but limited to the perils insured by said Policy (1943), this Policy is extended to cover such increased principal sums, provided that they are part of the shipping articles, collective bargaining agreements or other applicable employment agreements at date of attachment and, if such principal sums are increased after date of attachment, but before known or reported loss, they are declared to the Underwriter and an additional premium paid, if required.

4. Warranted no cancellation except by mutual consent: *Provided, however,* That if the vessel shall be requisitioned by the United States on a basis whereby the United States provides insurance equivalent to that provided hereby, then this insurance shall

terminate and pro rata daily return premium shall be paid. In no other event shall there be any return of premium.

5. Should the vessel be at sea at the natural expiry of this Policy, this insurance shall be extended until midnight, G. M. T., of the day on which the vessel is moored at the next port to which she proceeds and 24 hours thereafter, provided, notice be given to the Underwriter as soon as practicable and an additional premium paid, if required.

In witness whereof, the Maritime Administrator, acting for the Secretary of Commerce, has signed this Policy but it shall not be valid unless countersigned by an authorized underwriting agent.

UNITED STATES OF AMERICA,
By Maritime Administrator, acting
for the Secretary of Commerce.

Maritime Administrator.

The Underwriting Agent does not, by countersigning this Policy or in any other manner, warrant its own authority, or the authority of the Maritime Administrator, acting for the Secretary of Commerce, to issue this instrument, but acts solely under the power conveyed to the Underwriting Agent by the Agreement made with the Maritime Administration, acting for the Secretary of Commerce.

Countersigned at _____ this
_____ day of _____ 195__.

By:

Authorized underwriting agent.

Effective date. This order shall be effective on the date of publication in the FEDERAL REGISTER.

[SEAL]

E. L. COCHRANE,
Maritime Administrator.

Dated: June 17, 1952.

[P. R. Doc. 52-10053; Filed, Sept. 15, 1952;
8:53 a. m.]

PROPOSED RULE MAKING

INTERSTATE COMMERCE COMMISSION

[49 CFR Part 206]

CLASS I COMMON AND CONTRACT MOTOR CARRIERS OF PROPERTY

EXTENSION OF TIME FOR FILING WRITTEN VIEWS OR ARGUMENTS

SEPTEMBER 5, 1952.

The Commission, by Division 1, having under consideration the matter of freight commodity statistics to be compiled and reported by Class I common

and contract motor carriers of property pursuant to regulations detailed in a notice dated July 31, 1952, which was published August 19, 1952, in the FEDERAL REGISTER, 17 F. R. 7550 (as modified by a notice dated August 22, 1952) has extended until October 31, 1952, the time within which written views or arguments may be filed to be considered in that connection.

[SEAL]

GEORGE W. LANE,
Acting Secretary.

[P. R. Doc. 52-10053; Filed, Sept. 15, 1952;
8:43 a. m.]

NOTICES

DEPARTMENT OF COMMERCE

Federal Maritime Board

LOUIS DREYFUS ET CIE, ET AL.

NOTICE OF AGREEMENTS FILED WITH THE BOARD FOR APPROVAL

Notice is hereby given that the following described agreements have been filed with the Board for approval pursuant to

section 15 of the Shipping Act, 1916, as amended.

1. Agreement No. 7864, between Louis Dreyfus et Cie and Buries Maries, Ltd., provides for the establishment and maintenance of a joint cargo service (with limited passenger accommodations) under the trade name Louis Dreyfus Lines between United States Gulf ports and West, Southwest, South and East

Africa, from Walvis Bay to Italian Somaliland, both inclusive and including the Islands of Madagascar, Reunion and Mauritius.

2. Agreement No. 7865, between Waterman Steamship Corporation and Davie Transportation Limited, covers the transportation of canned pineapple and pineapple juice under through bills of lading from the Hawaiian Islands to Montreal, Canada, with transshipment at New York.

Interested parties may inspect these agreements and obtain copies thereof at the Regulation Office, Federal Maritime Board, Washington, D. C., and may submit, within 20 days after publication of this notice in the FEDERAL REGISTER, written statements with reference to either of the agreements and their position as to approval, disapproval, or modification, together with request for hearing should such hearing be desired.

Dated: September 11, 1952.

By order of the Federal Maritime Board.

[SEAL]

R. L. McDONALD,
Assistant Secretary.

[F. R. Doc. 52-10084; Filed, Sept. 15, 1952;
8:52 a. m.]

DEPARTMENT OF DEFENSE

Department of the Navy

Bureau of Supplies and Accounts

OFFICER IN CHARGE, REGIONAL ACCOUNTS
OFFICE

DELEGATION OF AUTHORITY TO ELIMINATE EXCESSIVE PROFITS UNDER RENEGOTIATION ACT OF 1948

There is hereby delegated to the Officer in Charge, Navy Regional Accounts Office, Washington, D. C., the responsibility for the elimination of any excessive profits determined by agreement or order pursuant to the Renegotiation Act of 1948 to the extent that the Chief, Bureau of Supplies and Accounts is charged with such responsibility by the notice entitled "Delegation of Authority to Eliminate Excessive Profits Under the Renegotiation Act of 1948", effective January 20, 1952, from the Secretary of the Navy to the Chief, Bureau of Supplies and Accounts, 17 F. R. 7791.

This notice is effective as of the 20th day of January 1952.

M. L. ROYAR,
Rear Admiral, SC, U. S. Navy,
Chief of Bureau.

SEPTEMBER 8, 1952.

[F. R. Doc. 52-10051; Filed, Sept. 15, 1952;
8:47 a. m.]

FEDERAL POWER COMMISSION

[Docket No. G-2035]

PANHANDLE EASTERN PIPE LINE CO.

NOTICE OF APPLICATION

SEPTEMBER 10, 1952.

Take notice that Panhandle Eastern Pipe Line Company (Applicant), a Delaware corporation, address 1221 Baltimore

Avenue, Kansas City 6, Missouri, filed on August 26, 1952, an application in the alternative for (1) a disclaimer of Commission jurisdiction or (2) a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, authorizing the operation of certain transmission pipe-line facilities as hereinafter described.

Applicant proposes to deliver to the plant of Anderson Clayton & Company (Mrs. Tucker's Products Division) located near Jacksonville, Illinois, up to 12,000 Mcf of natural gas per month on a firm basis, and up to 40,000 Mcf per month of natural gas on an interruptible basis. Such gas is proposed to be delivered from Applicant's Jacksonville lateral pipe line through metering facilities Applicant presently uses to deliver gas to Illinois Power Company for resale to the plant. The construction of no new facilities is contemplated by Applicant.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D. C., in accordance with the rules of practice and pro-

cedure (18 CFR 1.8 or 1.10) on or before the 1st day of October 1952. The application is on file with the Commission for public inspection.

[SEAL]

LEON M. FUQUAY,
Secretary.

[F. R. Doc. 52-10067; Filed, Sept. 15, 1952;
8:49 a. m.]

FEDERAL COMMUNICATIONS COMMISSION

[Change List No. 7]

CUBAN BROADCAST STATIONS

NOTIFICATION OF NEW STATIONS, LIST OF CHANGES, MODIFICATIONS AND DELETIONS OF EXISTING STATIONS

AUGUST 11, 1952.

Notification of new Cuban radio stations, and of changes, modifications and deletions of existing stations, in accordance with Part III, section F, of the North American Regional Broadcasting Agreement, Washington, D. C.

REPUBLIC OF CUBA

Call letters	Location	Power (kw)	Antenna	Schedule	Class	Proposed date of change or commencement of operation
CMDF..	Manzanillo, Oriente (new).....	1,690 kilocycles, .250---	ND	U	IV	Dec. 30, 1952

[SEAL]

FEDERAL COMMUNICATIONS COMMISSION,
T. J. SLOWIE, Secretary.

[F. R. Doc. 52-10050; Filed, Sept. 15, 1952; 8:47 a. m.]

[Docket Nos. 8619, 10281]

WABX, INC., AND HARRISBURG BROADCASTERS, INC.

ORDER SCHEDULING HEARING

In re applications of WABX, Inc., Harrisburg, Pennsylvania, Docket No. 8619, File No. BPCT-201; Harrisburg Broadcasters, Inc., Harrisburg, Pennsylvania, for construction permits for new television stations, Docket No. 10281, File No. BPCT-986.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 3d day of September 1952:

The Commission having under consideration the above-entitled applications which were designated for hearing on July 11, 1952; and

It appearing, that no date was previously scheduled by the Commission in the above-entitled proceeding;

It is ordered, That the hearing in the above-entitled proceeding be held at 10:00 a. m., October 15, 1952, in Washington, D. C.

Released: September 8, 1952.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] T. J. SLOWIE,
Secretary

[F. R. Doc. 52-10040; Filed, Sept. 15, 1952;
8:45 a. m.]

[Docket Nos. 9136, 9137, 10243, 10310]

PIONEER BROADCASTERS, INC., ET AL.

ORDER DESIGNATING APPLICATION FOR CON- SOLIDATED HEARING ON STATED ISSUES

In re applications of Pioneer Broadcasters, Inc., Portland, Oregon, Docket No. 9136, File No. BPCT-431; Koin, Inc., Portland, Oregon, Docket No. 9137, File No. BPCT-493; KXL Broadcasters, Inc., Portland, Oregon, Docket No. 10243, File No. BPCT-954; Mount Hood Radio & Television Broadcasting Corporation, Portland, Oregon, for construction permits for new television stations, Docket No. 10316, File No. BPCT-1029.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 3d day of September 1952.

The Commission having under consideration the above-entitled application of Mount Hood Radio & Television Broadcasting Corporation requesting a construction permit for a new television broadcast station to operate on Channel 6 in Portland, Oregon; and

It appearing that said application proposes a mutually exclusive operation with the operations proposed in the other applications in this proceeding; and

It further appearing that the applicant, Mount Hood Radio & Television Broadcasting Corporation was advised on August 6, 1952, that its proposal was mutually exclusive with other applications as above stated and that said

applicant has made reply requesting a hearing;

It is ordered, That, Pursuant to action 309 (a) of the Communications Act of 1934, as amended, the application of Mount Hood Radio & Television Broadcasting Corporation is designated for hearing in the same consolidated proceeding with the other above-entitled applications to commence at 10 a. m. on October 1, 1952 in Washington, D. C., upon the following issues:

1. To determine the legal, technical, financial and other qualifications of the applicant to construct and operate the proposed stations.

2. To determine the type and character of the program service proposed to be rendered and whether it will meet the needs of the communities and areas within the Grade A and Grade B field intensity contours.

3. To determine whether the construction and operation of the proposed station would be in compliance with the Commission's rules and regulations governing television broadcast stations.

4. To determine whether the installation and operation of the proposed station would constitute a hazard to air navigation.

5. To determine on a comparative basis which, if any, of the above-entitled applications should be granted.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 52-10039; Filed, Sept. 15, 1952;
8:45 a. m.]

[Docket Nos. 10246, 10247, 10317]

OREGON TELEVISION, INC., ET AL.

ORDER DESIGNATING APPLICATION FOR CONSOLIDATED HEARING ON STATED ISSUES

In re applications of Oregon Television, Inc., Portland, Oregon, Docket No. 10246, File No. BPCT-938; Columbia Empire Telecasters, Inc., Portland, Oregon, Docket No. 10247, File No. BPCT-982; Northwest Television & Broadcasting Company, Portland, Oregon, for construction permits for new commercial television broadcast stations, Docket No. 10317, File No. BPCT-1059.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 3d day of September 1952;

The Commission having under consideration the above-captioned application of Northwest Television and Broadcasting Company requesting a construction permit for a new television broadcast station to operate on Channel 12 in Portland, Oregon; and

It appearing, that said application is mutually exclusive with the above applications of Oregon Television, Inc., and Columbia Empire Telecasters, Inc., which request construction permits for television broadcast stations to operate on Channel 12 in Portland, Oregon in that operation by all of the above appli-

cants, as proposed, would result in mutually destructive interference; and

It further appearing, that the applicant Northwest Television and Broadcasting Company was advised on August 13, 1952, that its proposal was mutually exclusive with the other above-captioned applications and that said applicant has not submitted a reply indicating that said conflict has been resolved;

It is ordered, That pursuant to section 309 (a) of the Communications Act of 1934, as amended, the application of Northwest Television and Broadcasting Co. is designated for hearing in the same consolidated proceeding with the other above-captioned applications to commence at 10:00 a. m. on October 1, 1952, in Washington, D. C., upon the following issues:

1. To determine the legal, technical, financial and other qualifications of the applicants to construct and operate the proposed stations.

2. To determine the type and character of the program service proposed to be rendered and whether they would meet the needs of the communities and areas within the Grade A and Grade B field intensity contours.

3. To determine whether the construction and operation of the proposed stations would be in compliance with the Commission's rules and regulations governing television broadcast stations.

4. To determine whether the installation and operation of any of the stations proposed in the above-captioned applications would constitute a hazard to air navigation.

5. To determine on a comparative basis which, if any, of the above-captioned applications should be granted.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 52-10049; Filed, Sept. 15, 1952;
8:47 a. m.]

[Docket Nos. 10250, 10251, 10252]

TRIBUNE CO. ET AL.

ORDER SCHEDULING HEARING

In re applications of the Tribune Company, Tampa, Florida, Docket No. 10250, File No. BPCT-363; Pinellas Broadcasting Company, St. Petersburg, Florida, Docket No. 10251, File No. BPCT-448; the Tampa Bay Area Telecasting Corp., St. Petersburg, Florida, for construction permits for new television stations, Docket No. 10252, File No. BPCT-935.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 3d day of September 1952;

The Commission having under consideration the above-entitled applications which were designated for hearing on July 11, 1952; and

It appearing, that no date was previously scheduled by the Commission in the above-entitled proceeding;

It is ordered, That the hearing in the above-entitled proceeding be held at

10:00 a. m., October 15, 1952, in Washington, D. C.

Released: September 8, 1952.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 52-10042; Filed, Sept. 15, 1952;
8:45 a. m.]

[Docket Nos. 10253, 10254, 10255]

TAMPA TIMES CO. ET AL.

ORDER SCHEDULING HEARING

In re applications of Tampa Times Company, Tampa, Florida, Docket No. 10253, File No. BPCT-458; W. Walter Tison, tr/as Tampa Broadcasting Company, Tampa, Florida, Docket No. 10254, File No. BPCT-942; Orange Television Broadcasting Company, Tampa, Florida, for construction permits for new television stations, Docket No. 10255, File No. BPCT-947.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 3d day of September 1952;

The Commission having under consideration the above-entitled applications which were designated for hearing on July 11, 1952; and

It appearing, that no date was previously scheduled by the Commission in the above-entitled proceeding;

It is ordered, That the hearing in the above-entitled proceeding be held at 10:00 a. m., October 15, 1952, in Washington, D. C.

Released: September 8, 1952.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 52-10043; Filed, Sept. 15, 1952;
8:46 a. m.]

[Docket Nos. 10256, 10257]

CITY OF ST. PETERSBURG, FLA., AND EMPIRE
COIL CO., INC.

ORDER SCHEDULING HEARING

In re applications of City of St. Petersburg, Florida, St. Petersburg, Florida, Docket No. 10256, File No. BPCT-865; Empire Coil Company, Inc., Tampa, Florida, for construction permits for new television stations, Docket No. 10257, File No. BPCT-926.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 3d day of September 1952;

The Commission having under consideration the above-entitled applications which were designated for hearing on July 11, 1952; and

It appearing, that no date was previously scheduled by the Commission in the above-entitled proceeding;

It is ordered, That the hearing in the above-entitled proceeding be held at

NOTICES

10:00 a. m., October 15, 1952, in Washington, D. C.

Released: September 8, 1952.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 52-10044; Filed, Sept. 15, 1952;
8:46 a. m.]

[Docket Nos. 10258, 10259, 10260, 10261,
10262]

SUNFLOWER TELEVISION CO. ET AL.

ORDER SCHEDULING HEARING

In re applications of E. V. Yingling, W. L. Hartman, Virgil S. Browne, Jr., George P. Hollingberry, & John D. Montgomery, d/b as Sunflower Television Company, Wichita, Kansas, Docket No. 10258, File No. BPCT-677; the radio station KFVH Company, Wichita, Kansas, Docket No. 10259, File No. BPCT-698; Taylor Radio & Television Corporation, Wichita, Kansas, Docket No. 10260, File No. BPCT-946; Wichita Television Corporation, Inc., Wichita, Kansas, Docket No. 10261, File No. BPCT-961; Mid-Continent Television Inc., Wichita, Kansas, for construction permits for new television stations, Docket No. 10262, File No. BPCT-964.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 3d day of September 1952;

The Commission having under consideration the above-entitled applications which were designated for hearing on July 11, 1952; and

It appearing, that no date was previously scheduled by the Commission in the above-entitled proceeding;

It is ordered, That the hearing in the above-entitled proceeding be held at 10:00 a. m., October 20, 1952, in Washington, D. C.

Released: September 8, 1952.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 52-10046; Filed, Sept. 15, 1952;
8:46 a. m.]

[Docket Nos. 10263, 10264]

KAKE BROADCASTING CO., INC., AND WKY
RADIOPHONE CORP.

ORDER SCHEDULING HEARING

In re applications of Kake Broadcasting Company, Inc., Wichita, Kansas, Docket No. 10263, File No. BPCT-700; WKY Radiophone Corporation, Wichita, Kansas, for construction permits for new television stations, Docket No. 10264, File No. BPCT-950.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 3d day of September 1952;

The Commission having under consideration the above-entitled applications which were designated for hearing on July 11, 1952; and

It appearing, that no date was previously scheduled by the Commission in the above-entitled proceeding;

It is ordered, That the hearing in the above-entitled proceeding be held at 10:00 a. m., October 20, 1952, in Washington, D. C.

Released: September 8, 1952.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 52-10047; Filed, Sept. 15, 1952;
8:46 a. m.]

[Docket Nos. 10265, 10266]

KFBI, INC., AND WICHITA BEACON BROADCASTING CO., INC.

ORDER SCHEDULING HEARING

In re applications of KFBI, Inc., Wichita, Kansas, Docket No. 10265, File No. BPCT-963; Wichita Beacon Broadcasting Company, Inc., Wichita, Kansas, for construction permits for new television stations, Docket No. 10266, File No. BPCT-973.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 3d day of September 1952;

The Commission having under consideration the above-entitled applications which were designated for hearing on July 11, 1952; and

It appearing, that no date was previously scheduled by the Commission in the above-entitled proceeding;

It is ordered, That the hearing in the above-entitled proceeding be held at 10:00 a. m., October 20, 1952, in Washington, D. C.

Released: September 8, 1952.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 52-10048; Filed, Sept. 15, 1952;
8:47 a. m.]

[Docket Nos. 10278, 10279]

KENDRICK BROADCASTING CO., INC., AND
ROSSMOYNE CORP.

ORDER SCHEDULING HEARING

In re applications of Kendrick Broadcasting Company, Inc., Harrisburg, Pennsylvania, Docket No. 10278, File No. BPCT-937; Rossmoyne Corporation, Harrisburg, Pennsylvania, for construction permits for new television stations, Docket No. 10279, File No. BPCT-966.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 3d day of September 1952;

The Commission having under consideration the above-entitled applications which were designated for hearing on July 11, 1952; and

It appearing, that no date was previously scheduled by the Commission in the above-entitled proceeding;

It is ordered, That the hearing in the above-entitled proceeding be held at 10:00 a. m., October 15, 1952, in Washington, D. C.

Released: September 8, 1952.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 52-10041; Filed, Sept. 15, 1952;
8:46 a. m.]

[Docket Nos. 10282, 10283]

WIBM, INC., AND JACKSON BROADCASTING
& TELEVISION CORP.

ORDER SCHEDULING HEARING

In re applications of WIBM, Inc., Jackson, Michigan, Docket No. 10282, File No. BPCT-929; Jackson Broadcasting & Television Corp., Jackson, Michigan, for construction permits for new television stations, Docket No. 10283, File No. BPCT-969.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 3d day of September 1952;

The Commission having under consideration the above-entitled applications which were designated for hearing on July 11, 1952; and

It appearing, that no date was previously scheduled by the Commission in the above-entitled proceeding;

It is ordered, That the hearing in the above-entitled proceeding be held at 10:00 a. m., October 20, 1952, in Washington, D. C.

Released: September 8, 1952.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 52-10045; Filed, Sept. 15, 1952;
8:46 a. m.]

SECURITIES AND EXCHANGE
COMMISSION

[File No. 70-1847]

AMERICAN GAS AND ELECTRIC CO.

ORDER EXTENDING TIME FOR DISPOSITION OF
WATER PROPERTIES

SEPTEMBER 10, 1952.

American Gas and Electric Company ("American Gas") having acquired all of the outstanding securities of Citizens Heat, Light and Power Company ("Citizens") in accordance with an order of this Commission dated August 19, 1948, said order providing that American Gas should dispose of the water properties and business of Citizens within one year from the date of acquisition, or such later date as the Commission should determine pursuant to a request for an extension of time for good cause shown; and

The Commission having previously extended the time for disposition of such properties to September 15, 1952, and American Gas having filed a further application setting forth that continuing

efforts are being made for the disposition of such properties and business and that a program of rehabilitation of the properties has been commenced so as to facilitate their disposition, and requesting that the time for such disposition be extended for a period of six months from September 15, 1952; and

It appearing to the Commission in the light of the circumstances set forth that it is appropriate to grant said application for an extension of time:

It is ordered, That the time for disposition of the water properties and business of Citizens by American Gas be, and the same hereby is, extended to March 15, 1953.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 52-10055; Filed, Sept. 15, 1952;
8:48 a. m.]

[File No. 70-2884]

**SOUTHERN NATURAL GAS CO. AND
MISSISSIPPI GAS CO.**

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE REGARDING SALE BY A PUBLIC UTILITY COMPANY OF ITS UTILITY AND OTHER ASSETS AND ITS LIQUIDATION

SEPTEMBER 10, 1952.

Southern Natural Gas Company ("Southern"), a registered holding company, and its public-utility company subsidiary, Mississippi Gas Company ("Mississippi"), having filed a joint declaration, pursuant to sections 12 (d), 12 (c), and 12 (f) of the Public Utility Holding Company Act of 1935 ("act"), and Rules U-42, U-43 and U-44 promulgated thereunder, regarding the following proposed transactions:

Pursuant to a contract dated May 26, 1952, Mississippi proposes, subject to the approval of the Commission, to sell all of its utility property and other assets, including certain leasehold interests, gas supply and other contracts, but excluding cash, to Mississippi Valley Gas Company ("Valley"), a non-affiliate, for the sum of \$3,320,981, plus or minus the amount of certain adjustments as at the closing date, and the assumption by Valley of certain tax liabilities, customer deposits, advances and contributions, and lease and contract obligations, of Mississippi relating to the property being sold. It is stated that the consideration was determined by arms-length bargaining and is the only offer obtained after extended effort.

Mississippi also proposes, upon the consummation of the proposed sale of property and assets, to pay its indebtedness, including bank debt, to distribute the remaining cash to its parent, Southern, in exchange for the surrender by Southern for cancellation of all of Mississippi's outstanding common stock and to dissolve.

Said declaration stating that no state commission has jurisdiction over the proposed transactions, but that the Federal Power Commission has jurisdiction over the sale by Mississippi and the acquisition and operation by Valley of certain gas transmission facilities owned

and operated by Mississippi, and that the requisite approval of that Commission will be obtained prior to the closing date; and

The Commission having issued a notice of filing in the form and manner prescribed by Rule U-23 promulgated under the act, and the Commission not having received a request for or ordered a hearing in respect of said declaration; and

It appearing that the Federal Power Commission has entered an order containing the requisite approval of the proposed transactions; and

The Commission finding with respect to the declaration and the transactions therein proposed, that all of the applicable provisions of the act and the rules and regulations promulgated thereunder are satisfied, and observing no basis for adverse findings or the imposition of terms and conditions, other than those hereinafter specified, and deeming it appropriate in the public interest and in the interest of investors and consumers that said declaration be permitted to become effective forthwith:

It is ordered, Pursuant to Rule U-23 and the applicable provisions of the act, that said declaration be, and it hereby is, permitted to become effective, subject to the terms and conditions prescribed in Rule U-24.

It is further ordered, That this order shall become effective upon its issuance.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 52-10053; Filed, Sept. 15, 1952;
8:48 a. m.]

Bidding group headed by—	Coupon rate	Price to company (percent of principal amount)	Cost to company
White, Weld & Co.	3 1/4	100.929	3.457
Merrill Lynch, Pierce, Fenner & Borne and Union Securities Corp.	3 1/4	101.039	3.523
Lehman Bros. and Stone & Webster Securities Corp.	3 1/4	101.61	3.575
Halsey, Stuart & Co., Inc.	3 1/4	101.57	3.553
The First Boston Corp.	3 1/4	100.779	3.431
Equitable Securities Corp. and Central Republic Co. (Inc.)	3 1/4	101.29	3.502

Said amendment stating that Arkansas has accepted the bid of the purchasing group represented by White, Weld & Co., and that said bonds will be offered for sale to the public at a price of 100.929 percent of the principal amount thereof, plus accrued interest from September 1, 1952, to the date of payment and delivery, resulting in an underwriters' spread of .72 percent or a total underwriting spread of \$103,000; and

The record not having been completed with respect to legal fees and expenses, and the Commission observing no basis for adverse findings with respect to the other matters herein; and the Commission having considered the record as further developed:

It is ordered, That jurisdiction heretofore reserved with respect to the matters to be determined as a result of competitive bidding under Rule U-50, be, and the same hereby is, released, and jurisdiction heretofore reserved with respect to legal fees and expenses be, and the same hereby is, continued.

[File No. 70-2910]

ARKANSAS POWER & LIGHT CO.

SUPPLEMENTAL ORDER CONCERNING SALE OF BONDS

SEPTEMBER 10, 1952.

Arkansas Power & Light Company ("Arkansas"), an electric utility subsidiary of Middle South Utilities, Inc., a registered holding company, having filed an application, and an amendment thereto, pursuant to the Public Utility Holding Company Act of 1935, particularly section 6 (b) thereof and Rule U-50 thereunder regarding the issuance and sale by Arkansas of \$15,000,000 principal amount of First Mortgage Bonds, — percent series, due 1982, pursuant to the competitive bidding requirements of Rule U-50; and

The Commission, by order dated August 26, 1952, having granted said application, as then amended, subject to the condition that the proposed issuance and sale of bonds not be consummated until the results of competitive bidding should have been made a matter of record in these proceedings and a further order entered by the Commission in the light of the record as so completed, and subject to a reservation of jurisdiction with respect to the payment of fees and expenses incurred in connection with the proposed transactions; and

Arkansas having filed a further amendment to this application setting forth the action taken to comply with the requirements of Rule U-50 and stating that, pursuant to the invitation for competitive bids, the following bids for the bonds have been received:

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 52-10054; Filed, Sept. 15, 1952;
8:49 a. m.]

**UNITED STATES TARIFF
COMMISSION**

[Investigation 17]

HARD FIBER CORDS AND TWINES

POSTPONEMENT OF PUBLIC HEARING

The Tariff Commission ordered that the public hearing in the investigation instituted under section 7 of the Trade Agreements Extension Act of 1951 with respect to hard fiber cords and twines, heretofore scheduled for December 1, 1952 (17 F. R. 7440), be postponed to 10 a. m., February 3, 1953.

The hearing will be held in the Hearing Room, Tariff Commission Building, Eighth and E Streets NW., Washington, D. C.

Request to appear. Parties desiring to appear, to produce evidence, and to be heard at the public hearing should file request in writing with the Secretary, United States Tariff Commission, Washington 25, D. C., in advance of the date of the hearing.

I certify that the above action was taken by the Tariff Commission on the 11th day of September 1952.

Issued September 11, 1952.

DONN N. BENT,
Secretary.

[F. R. Doc. 52-10069; Filed, Sept. 15, 1952;
8:50 a. m.]

[Investigation 18]

COTTON CARDING MACHINERY AND PARTS

NOTICE OF HEARING

A public hearing has been ordered by the United States Tariff Commission to be held in the Hearing Room, Tariff Commission Building, 8th and E Streets, NW., Washington, D. C., beginning at 10 a. m. on December 1, 1952, in the investigation with respect to cotton carding machinery and parts instituted on August 21, 1952, under section 7 of the Trade Agreements Extension Act of 1951 (17 F. R. 7827).

Request to appear. Parties desiring to appear, to produce evidence, and to be heard at the public hearing should file request in writing with the Secretary, United States Tariff Commission, Washington, 25, D. C., in advance of the date of the hearing.

I certify that the above public hearing was ordered by the Tariff Commission on the 11th day of September 1952.

Issued September 11, 1952.

DONN N. BENT,
Secretary.

[F. R. Doc. 52-10070; Filed, Sept. 15, 1952;
8:50 a. m.]

ECONOMIC STABILIZATION AGENCY

Office of the Administrator

[Determination No. 122]

MILWAUKEE, WIS., CRITICAL DEFENSE
HOUSING AREA

APPROVAL OF EXTENT OF RELAXATION OF
CREDIT CONTROLS

SECTION 1. Authority. This action is taken pursuant to the authority conferred by the Housing and Rent Act of 1947, as amended (Pub. Law 129, 80th Cong., as amended by Pub. Laws 422 and 464, 80th Cong., Pub. Laws 31, 574 and 880, 81st Cong.; and Pub. Laws 8, 69 and 96, 82d Cong.); and more particularly section 204 (m) of Public Law 96; and the Defense Production Act of 1950, as amended (Pub. Law 774, 81st Cong.; as amended by Pub. Law 96, 82d Cong.); and Executive Order 10161 of September 9, 1950 and Executive Order 10276 of July 31, 1951; and as implemented by Economic Stabilization Agency Order No. 9 of July 31, 1951.

SEC. 2. Determination. In view of the joint determination and certification by the Secretary of Defense and the Acting Director of Defense Mobilization, dated September 2, 1952, that the Milwaukee, Wisconsin, area (this area consists of all of Milwaukee County, Wisconsin) is a critical defense housing area, and in view of the defense housing program announced for the said area on September 10, 1952, by the Administrator of the Housing and Home Finance Agency, with the concurrence of the Board of Governors of the Federal Reserve System, it is hereby determined, after due consideration of relevant factors, that real estate construction credit controls have been relaxed in the Milwaukee, Wisconsin, critical defense housing area to the extent necessary to encourage construction of housing for defense workers and military personnel.

ROGER L. PUTNAM,
Administrator.

SEPTEMBER 12, 1952.

[F. R. Doc. 52-10176; Filed, Sept. 15, 1952;
11:44 a. m.]

Office of Price Stabilization

[Delegation of Authority 11, Revision 1,
Amdt. 2]

DIRECTORS OF THE REGIONAL OFFICES

AUTHORITY TO TAKE CERTAIN ACTIONS UNDER DR 1, REVISION 1

By virtue of the authority vested in me as Director of Price Stabilization, pursuant to the Defense Production Act of 1950, as amended (64 Stat. 798, 803; 65 Stat. 131; 66 Stat. 296), Executive Order 10161 (15 F. R. 6105) and Economic Stabilization Agency General Order No. 5, Revised (16 F. R. 11875), this Amendment 2 to Delegation of Authority 11, Revision 1, is hereby issued.

Delegation of Authority 11, Revision 1, is amended as follows:

1. Section 1 (b) is amended to read as follows:

(b) To deny, request further information, or take such other action as the National Office may direct with respect to applications made under sections 15 (a), 16, 19 (a), or 19 (b) (1), (2), and (4) of Distribution Regulation 1, Revision 1, by persons who are, wish to be, or desire an adjustment as Class 2 or Class 2A slaughterers.

2. Section 1 (c) is amended to read as follows:

(c) To grant, deny, request further information, or take such other action as the National Office may direct with respect to applications made by Class 2 or Class 2A slaughterers under sections 9, 13, 14, 15 (b), 19 (b) (3), or 19 (b) (5) of Distribution Regulation 1, Revision 1.

This Amendment 2 to Delegation of Authority 11, Revision 1, shall be effective September 16, 1952.

JOSEPH H. FREEHILL,
Acting Director of Price Stabilization.

SEPTEMBER 15, 1952.

[F. R. Doc. 52-10180; Filed, Sept. 15, 1952;
11:53 a. m.]

REGIONS V AND VIII

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under General Overriding Regulation 24, were filed with the Division of the Federal Register on September 15, 1952.

REGION V

Jacksonville Order G1-15, Amendment 1, establishing dollars-and-cents ceiling prices for certain grocery items in the Jacksonville Area, filed 2:14 p. m.

Jacksonville Order G2-15, Amendment 1, establishing dollars-and-cents ceiling prices for certain grocery items in the Jacksonville Area, filed 2:15 p. m.

Jacksonville Order G3-15, Amendment 1, establishing dollars-and-cents ceiling prices for certain grocery items in the Jacksonville Area, filed 2:16 p. m.

Jacksonville Order G3A-15, Amendment 1, establishing dollars-and-cents ceiling prices for certain grocery items in the Jacksonville Area, filed 2:16 p. m.

Jacksonville Order G4-15, Amendment 1, establishing dollars-and-cents ceiling prices for certain grocery items in the Jacksonville Area, filed 2:17 p. m.

Jacksonville Order G4A-15, Amendment 1, establishing dollars-and-cents ceiling prices for certain grocery items in the Jacksonville Area, filed 2:18 p. m.

REGION VIII

Fargo Order G1-16, covering retail prices for certain dry grocery items sold by retailers in the Fargo Area, filed 2:19 p. m.

Fargo Order G2-16, covering retail prices for certain dry grocery items sold by retailers in the Fargo Area, filed 2:19 p. m.

Fargo Order G4-16, covering retail prices for certain dry grocery items sold by retailers in the Fargo Area, filed 2:20 p. m.

Fargo Order G1-17, covering retail prices for certain dry grocery items sold by retailers in the Fargo Area, filed 2:20 p. m.

Fargo Order G2-17, covering retail prices for certain dry grocery items sold by retailers in the Fargo Area, filed 2:21 p. m.

Fargo Order G4-17, covering retail prices for certain dry grocery items sold by retailers in the Fargo Area, filed 2:21 p. m.

Copies of any of these orders may be obtained from the OPS Office in the designated city.

JOSEPH L. DWYER,
Recording Secretary.

[F. R. Doc. 52-10182; Filed, Sept. 15, 1952;
11:54 a. m.]

[Region I, Redelelegation of Authority No. 48]

DIRECTORS OF DISTRICT OFFICES, REGION I, BOSTON, MASS.

REDELEGATION OF AUTHORITY TO PROCESS REPORTS OF PROPOSED PRICE DETERMINING METHODS UNDER SECTIONS 6 AND 8 OF CPR 83, REVISION 1

By virtue of the authority vested in me as Director of the Regional Office of Price Stabilization, No. I, and pursuant to Delegation of Authority No. 73 (17 F. R. 7757), this redelegation of authority is hereby issued.

1. Authority to act under sections 6 and 8 of CPR 83, Revision 1. Authority is hereby redelegated to the Directors of the District Offices of the Office of Price Stabilization, Region I, to approve, pursuant to sections 6 and 8 of CPR 83, Revision 1, a price determining method for sales by a seller under CPR 83, Revision 1.

1, disapprove such a proposed price determining method, modify such a proposed price determining method, or request further information concerning such a price determining method.

This redelegation of authority shall take effect as of August 29, 1952.

JOSEPH M. McDONOUGH,
Regional Director, Region I.

SEPTEMBER 11, 1952.

[F. R. Doc. 52-10075; Filed, Sept. 11, 1952;
4:40 p. m.]

[Region I, Redelegation of Authority No. 49]
DIRECTORS OF DISTRICT OFFICES, REGION I,
BOSTON, MASS.

REDELEGATION OF AUTHORITY TO MAKE AREA
ADJUSTMENTS UNDER SECTION 11 (d) OF
CPR 17

By virtue of the authority vested in me as Director of the Regional Office of Price Stabilization, No. I, and pursuant to Delegation of Authority No. 72 (17 F. R. 7357), this redelegation of authority is hereby issued.

1. Authority is hereby redelegated to the Directors of the District Offices of the Office of Price Stabilization, Region I:

(a) To request information in accordance with OPS Public Form 151 of tank wagon sellers of fuel oil for the purpose of adjusting ceiling prices under section 11 (d) of Ceiling Price Regulation 17;

(b) To issue area adjustments by special order under the provisions of section 11 (d) of Ceiling Price Regulation 17;

(c) To disapprove area adjustments requested under section 11 (d) of Ceiling Price Regulation 17.

This redelegation of authority shall take effect as of September 5, 1952.

JOSEPH M. McDONOUGH,
Regional Director, Region I.

SEPTEMBER 11, 1952.

[F. R. Doc. 52-10076; Filed, Sept. 11, 1952;
4:41 p. m.]

[Region IV, Redelegation of Authority No. 41]

DIRECTORS OF DISTRICT OFFICES, REGION IV,
RICHMOND, VA.

REDELEGATION OF AUTHORITY TO MAKE AREA
ADJUSTMENTS UNDER SECTION 11 (d) OF
CPR 17

By virtue of the authority vested in me as Director of the Regional Office of Price Stabilization, No. IV, pursuant to Delegation of Authority No. 72 (17 F. R. 7357), this redelegation of authority is hereby issued.

1. Authority is hereby redelegated to the Directors of the District Offices of the Office of Price Stabilization, Region IV:

(a) To request information in accordance with OPS Public Form 151 of tank wagon sellers of fuel oil for the purpose of adjusting ceiling prices under section 11 (d) of Ceiling Price Regulation 17;

(b) To issue area adjustments by special order under the provisions of section 11 (d) of Ceiling Price Regulation 17;

(c) To disapprove area adjustments requested under section 11 (d) of Ceiling Price Regulation 17.

This redelegation of authority shall take effect on September 22, 1952.

W. F. BAILEY,
Regional Director, Region IV.

SEPTEMBER 11, 1952.

[F. R. Doc. 52-10077; Filed, Sept. 11, 1952;
4:41 p. m.]

[Region IV, Redelegation of Authority No. 42]

DIRECTORS OF DISTRICT OFFICES, REGION IV,
RICHMOND, VA.

REDELEGATION OF AUTHORITY TO PROCESS REPORTS OF PROPOSED PRICE DETERMINING METHODS UNDER SECTIONS 6 AND 8 OF CPR 83, REVISION 1

By virtue of the authority vested in me as Director of the Regional Office of Price Stabilization, No. IV, pursuant to Delegation of Authority No. 73 (17 F. R. 7757), this redelegation of authority is hereby issued.

1. Authority to act under sections 6 and 8 of CPR 83, Revision 1. Authority is hereby redelegated to the Directors of the District Offices of the Office of Price Stabilization, Region IV, to approve, pursuant to sections 6 and 8 of CPR 83, Revision 1, a price determining method for sales by a seller under CPR 83, Revision 1, disapprove such a proposed price determining method, modify such a proposed price determining method, or request further information concerning such a price determining method.

This redelegation of authority shall take effect on September 22, 1952.

W. F. BAILEY,
Regional Director, Region IV.

SEPTEMBER 11, 1952.

[F. R. Doc. 52-10078; Filed, Sept. 11, 1952;
4:41 p. m.]

[Region XI, Redelegation of Authority No. 43]

DIRECTORS OF DISTRICT OFFICES,
REGION XI, DENVER, COLO.

REDELEGATION OF AUTHORITY TO PROCESS REPORTS OF PROPOSED PRICE DETERMINING METHODS UNDER SECTIONS 6 AND 8 OF CPR 83, REVISION 1, RETAIL AND WHOLESALE SALES OF NEW PASSENGER AUTOMOBILES

By virtue of the authority vested in me as Director of the Regional Office of Price Stabilization, Region XI, pursuant to Delegation of Authority No. 73 (17 F. R. 7757) this redelegation of authority is hereby issued.

1. Authority to act under sections 6 and 8 of CPR 83, Revision 1. Authority is hereby redelegated to each of the Directors of the District Offices of the Office of Price Stabilization in Region XI to approve, pursuant to sections 6 and 8 of CPR 83, Revision 1, a price determining method for sales by a seller under CPR 83, Revision 1, disapprove such a proposed price determining method,

modify such a proposed price determining method, or request further information concerning such a price determining method.

This redelegation of authority shall take effect as of September 1, 1952.

DELBERT M. DRAFER,
Regional Director, Region XI.

SEPTEMBER 11, 1952.

[F. R. Doc. 52-10079; Filed, Sept. 11, 1952;
4:41 p. m.]

[Ceiling Price Regulation 7, Section 43,
Revocation of Special Order 229]

WESTINGHOUSE ELECTRIC CORP.

CEILING PRICES AT RETAIL

Statement of considerations. Special Order 229, issued to Westinghouse Electric Corporation on August 3, 1951, effective August 4, 1951, established ceiling prices at retail for fans having the brand name "Westinghouse."

Westinghouse Electric Corporation has applied for a revocation of this special order. In the opinion of the Director, there is no reason why this request should not be granted.

The order of revocation requires the applicant to send a copy to all purchasers for resale who have received notice of the special order.

Revocation. 1. For the reasons set forth in the statement of considerations and pursuant to section 43 of Ceiling Price Regulation 7, Special Order 229, issued to Westinghouse Electric Corporation on August 3, 1951 effective August 4, 1951, establishing ceiling prices at retail for fans having the brand name "Westinghouse," shall be, and the same hereby is, revoked in all respects.

2. *Notification to resellers.*—(a) *Notice to be given by applicant.* Within 15 days after the effective date of this order of revocation, the Westinghouse Electric Corporation must send a copy of this order of revocation to all purchasers for resale to whom it has given notice of Special Order 229.

The applicant must also, within 15 days after the effective date of this order of revocation, supply each purchaser for resale, other than a retailer, with sufficient copies of this order of revocation to enable such purchasers to comply with the notification requirements of this order of revocation.

(b) *Notices to be given by purchasers for resale (other than retailers).* Within 15 days of receipt of this order of revocation, each purchaser for resale (other than retailers) must send a copy of this order of revocation to each purchaser for resale to whom he has given notice of Special Order 229.

Effective date. This order of revocation shall become effective September 10, 1952.

TIGHE E. WOODS,
Director of Price Stabilization.

SEPTEMBER 10, 1952.

[F. R. Doc. 52-10081; Filed, Sept. 10, 1952;
4:22 p. m.]

[Ceiling Price Regulation 32, Supplementary Regulation 2, Section 3, Special Order 22]

BRONTE FIELD, COKE COUNTY, TEXAS
CRUDE PETROLEUM CEILING PRICES ADJUSTED
ON AN IN-LINE BASIS

Statement of considerations. This special order adjusts the ceiling price for the purchase of crude petroleum produced from the Bronte Field, Coke County, Texas.

The Office of Price Stabilization has been requested to eliminate the differentials heretofore imposed upon crude petroleum produced from the Bronte Field, Coke County, Texas. During the base period there was a lack of competitive factors and as a result, the crude petroleum produced from this field was sold at a lower price than that paid for crude petroleum of comparable quality produced in this same general area. It appears that this condition has been eliminated and these differentials should no longer be imposed.

From the information available to this Office, it appears that the adjusted price will be in line with the ceiling price of comparable crude petroleum produced in this same area. This price is \$2.65 per barrel for 40° API gravity and above, with a 2 cent differential less for each degree of gravity below 40°.

Special provisions. For the reasons set forth in the Statement of Considerations and pursuant to the provisions of section 3 of Supplementary Regulation 2 to Ceiling Price Regulation 32, it is ordered:

1. That the ceiling price at the lease receiving tank for crude petroleum produced from the Bronte Field, Coke County, Texas shall be: \$2.65 per barrel for 40° API gravity and above with a 2-cent differential less for each degree of gravity below 40°.

2. All provisions of Ceiling Price Regulation 32, except as inconsistent with the provisions of this order, shall remain in full force and effect as to the commodities covered by this order.

3. This order may be amended, modified or revoked at any time by the Director of Price Stabilization.

Effective date. This special order shall become effective on September 11, 1952.

TIGHE E. WOODS,
Director of Price Stabilization.

SEPTEMBER 10, 1952.

[F. R. Doc. 52-10032; Filed, Sept. 10, 1952;
 4:22 p.m.]

[Ceiling Price Regulation 34, Section 10,
 Special Order 12]

WHITE WAY CLEANERS, INC.
CENTRAL PRICING ORDER

Statement of considerations. In accordance with section 10 of Ceiling Price Regulation 34, the applicant named in the accompanying special order, White Way Cleaners, Inc., has applied to the Office of Price Stabilization for permission to establish out of its central office at 2609 First Avenue South, Minneapolis 8, Minnesota, uniform ceiling prices for the services which it renders at all of its service outlets throughout the United

States. Section 10 of Ceiling Price Regulation 34, as amended, authorizes the Office of Price Stabilization, when it deems it consistent with the purposes of the regulation, to establish uniform prices for sellers owning or operating more than one service establishment. Applicant has submitted the information required under this section and has produced evidence which in the judgment of the Director indicates that the applicant has complied with other stated requirements.

The Director has determined on the basis of information available to him, including data submitted by the applicant that during the base period, December 19, 1950, to January 25, 1951, inclusive, White Way Cleaners, Inc., had a system of pricing whereby the prices for services sold at all of its service outlets, i. e., dry cleaning, dyeing, etc., were determined at the central office of White Way Cleaners, Inc., of Minneapolis, Minnesota, and the prices at all of its service outlets were uniform for all of the services rendered and that the establishment of a uniform system of central pricing will not result in an increase in the ceiling prices established under Ceiling Price Regulation 34.

This order will permit any existing service outlet of White Way Cleaners, Inc., to sell any service at the ceiling price established therefor by the central office of White Way Cleaners, Inc., regardless of whether or not that service outlet supplied or offered to supply such service during the base period. The order will also permit any new service outlet of White Way Cleaners, Inc., to establish as the ceiling prices for the services which they render, the ceiling price for such services established by the central office of White Way Cleaners, Inc. In addition this order authorizes the central office of White Way Cleaners, Inc., to apply to the Office of Price Stabilization on behalf of all its service outlets for the establishment of a ceiling price for any new service covered by Ceiling Price Regulation 34. In addition this order requires applicant to notify all of its service outlets of this order and any subsequent amendment issued with respect thereto.

Special provisions. (1) On and after the effective date of this special order the ceiling price for the services listed in Appendix B rendered at any of the service outlets of White Way Cleaners, Inc., listed in Appendix A attached hereto and made a part of this special order, shall be the prices for the services referred to or listed in Appendix B attached hereto and also made a part of this special order.

(2) Lower prices than those authorized in Appendix B may be charged by the seller or paid by the purchaser for any specific service covered by this special order at any time.

(3) On and after the effective date of this special order all of the service outlets of White Way Cleaners, Inc., shall be considered a single seller for the purpose of establishing ceiling prices for new services and the central office of White Way Cleaners, Inc., for the purposes of this order shall make application on behalf of all of the service outlets

of White Way Cleaners, Inc., for the establishment of ceiling prices for new services pursuant to the provisions of section 5 of this special order. However, this special order does not relieve each service outlet covered by this order from the filing and posting requirements of section 18 of Ceiling Price Regulation 34.

(4) The ceiling prices for the services rendered at any service outlet of White Way Cleaners, Inc., which is opened after the effective date of this special order shall be the ceiling prices referred to or set forth in Appendix B of this special order. Within 20 days after opening a new branch office, the central office of White Way Cleaners, Inc., shall request the Director of Price Stabilization, Washington 25, D. C., to amend Appendix A of this special order to provide for the inclusion therein of such new branch office. The provisions of section 13 (c) of Ceiling Price Regulation 34 are waived for the purpose of establishing ceiling prices for services rendered by service outlets of White Way Cleaners, Inc., opened after the effective date of this special order.

(5) On and after the effective date of this special order the central office of White Way Cleaners, Inc., is authorized to apply to the Director of Price Stabilization, Washington 25, D. C., on behalf of all of its service outlets for the establishment of a ceiling price for any new service in line with the level of prices otherwise established by Ceiling Price Regulation 34, and in the case of a commodity rental or a manufacturing or processing service, a ceiling price consistent with the level of ceiling prices established for the sale of the commodity by the applicable commodity regulation. The application shall contain a description of the service, anticipated direct labor and material costs, and the proposed ceiling price. In addition, the application must contain a description of the most comparable service rendered by the service outlets of White Way Cleaners, Inc., during the base period, showing the present direct labor and material costs for such service and the present ceiling price therefor. Such application shall also contain a description and ceiling price for any comparable service furnished by the most closely competitive service organization to White Way Cleaners, Inc.

The service outlets of White Way Cleaners, Inc., may sell the new service at the proposed ceiling price 20 days after mailing such application to the Director of Price Stabilization, Washington 25, D. C. by registered letter, return receipt requested, unless and until notified that such price has been disapproved.

(6) Within 15 days after the effective date of this special order, White Way Cleaners, Inc., shall send a copy of this special order to each of its service outlets. Within 15 days after the effective date of any subsequent amendment to the special order, White Way Cleaners, Inc., shall send a copy of the amendment to each of its service outlets. Copies of this special order and any subsequent amendments to the special order shall be filed by each service outlet with their

local OPS office within 30 days after the issuance thereof.

(7) This special order does not relieve the individual sellers covered by this order from the filing and posting requirements in section 18 of Ceiling Price Regulation 34.

(8) All provisions of Ceiling Price Regulation 34, except as changed by the pricing provisions of this special order shall remain in full force and effect as far as each outlet of White Way Cleaners, Inc., is concerned.

(9) This special order or any provisions thereof may be revoked, suspended, or amended by the Director of Price Stabilization at any time.

(10) The provisions of this special order are applicable in the United States and the District of Columbia.

APPENDIX A

Service Outlet Addresses

615 West Fifty-third Street, Minneapolis, Minn.
900 West Broadway, Minneapolis, Minn.
1408 West Lake Street, Minneapolis, Minn.
3015 Nicollet Avenue, Minneapolis, Minn.
927 Marquette Avenue, Minneapolis, Minn.
4148 Washington Avenue North, Minneapolis, Minn.
508 Central Avenue Northeast, Minneapolis, Minn.
815 Washington Avenue Southeast, Minneapolis, Minn.
1611 Nicollet Avenue, Minneapolis, Minn.
1231 North Seventh Street, Minneapolis, Minn.
2942 Twenty-seventh Street South, Minneapolis, Minn.
103 East Twenty-sixth Street, Minneapolis, Minn.
St. Anthony Shopping Village, St. Anthony Boulevard and Lowry Avenue North, Minneapolis, Minn.
Navarre, Minn.

APPENDIX B

DRY CLEANING PRICE LIST

Household Items

Quilt or comforter	\$1.75
Blanket	1.35
Chair slip cover (including cushions)	1.75
Cushion cover (separate)	.60
Curtains (double price when ruffled), extra large and extra ruffled on estimate only	1.25
Davenport slip cover (including cushions)	3.95
Spread	1.75
Drapes:	
Up to 36 inches wide (unlined) (pair)	1.35
Up to 36 inches wide (unlined) (pair)	1.75
Double width (unlined)	1.95
Double width (lined)	2.50
(Add 30 cents per pair for each additional foot in width measured at bottom.)	
Valances per 42-inch width	.60
Pleated	.85
Household Goods	
Auto robes	1.35
Auto covers	3.95
Bedsprads:	
Single (silk, taffeta or satin), candle wick, brocade, crocheted (heavy)	1.75
Double (silk, taffeta or satin) candle wick, crocade, crocheted, (heavy), cretonne, cotton, rayon, wrinkled	3.00

Household Goods—Continued

Comforters:	
Cotton or satcen covered	\$2.00
Silk covered:	
Wool filled	2.50
Eiderdown filled	3.25
Covers:	
Table, piano, oblong, velvet, silk or wool (small or large)	1.35
Coupe:	
Seat and back	2.00
With side pieces	2.25
Coach and 5 passengers (2 seats and backs with side pieces)	3.95
Furniture covers	2.35
Portiers, per pair:	
Velvet, lined	3.50
Velvet, double faced	7.00
Robes: Auto steamer	1.35

Children's Apparel

Any plain jacket, blouse, sweater, skirt, trousers	.43
Any suit, coat, plain dress, bathrobe, sheep or pile lined jackets, baby blankets	.83
Any storm coat, rain coat, snow suit, dress, pleated	1.03
Bonnets: Silk or angora	.43
Boys' ulsters and overcoats (no waterproofing)	1.25
Waterproof	1.75
Gloves: Gauntlet, fur or fur lined	.65
Hats: Boys' and girls'	1.25
Knickers	.43
Middies	.43
Scarfs: Silk or wool	.35
Snowsuits: Zip-in lining or sheep lined	.83

Infants' Wear

Blankets: Silk covered or wool	1.25
Booties: White kid	.43
Caps: Bonnets, silk, wool	.43
Carriage cover	1.25
Padded silk	1.50
Coats:	
Silk or wool	.83
Fur trimmed	1.25
Dresses:	
Plain silk	.83
Fancy silk	1.25
Mittens	.43
Sets (cap, gloves, leggings and sweater (knitted or wool))	1.25
Sweaters, wool	.43

Men's Wear

Coat:	
Suit, sport, sack, unlined jacket ¹	.75
Regular sack	1.45
Topcoat	1.45
Full lining	1.85
Overcoat	1.80
Sheep, or heavy pile-lined storm coat	3.25
Hat: Felt	1.25
The following 3 items: Redraining, repowdering, resizing, \$0.80 extra.	
New lining or new leather or new ribbon	.80
Felt factory reblocked	3.25
Panama or straw	1.60
Jacket:	
Smoking	.75
Unlined short, medium weight	1.00
Lined, windbreaker, reversible or mackinaw	1.00
Woolen, light	.75
Woolen, heavy	1.00
For sheep or heavy pile, add \$0.60 to regular jacket price.	
Shirt: Wool, gabardine, silk, poplin, jackets, etc.	.60
Suit:	
Corduroy ²	1.25
Tux or full dress ³	1.60
Linen or Palm Beach	1.60
White wool, 2- or 3-piece	1.60

¹Press only, \$0.35.

²Press only, \$0.65.

Men's Wear—Continued

Ties: 3 for (20 cents each)	\$3.50
Trousers or slacks:	
Corduroy	.65
Linen or Palm Beach	.65
Pongee or poplin	.65
Wool and cotton ⁴	.65
Sports and hunting	.65 to 1.50
White wool or flannel	.85
Sweaters:	
Light or medium	.65
Extra heavy	.75

Miscellaneous Items

Bathrobes: Cotton, corduroy, wool	1.40
Caps: Cloth	.65
Dressing gowns and lounging robes (silk, wool, plain)	1.75
Fur coats: Cleaned and glazed	5.95
Coats: Cravenette (with cleaning)	1.00 to 2.60
Gloves (any heavy leather, knit or fabrics, others reject)	.65
Linings: Removable from coat	1.00
Raincoats, charge in addition to cleaning:	
Waterproof:	
Full garment	1.00
Half garment	.50
Scarves	.50
Slack suits: Short or long sleeves	1.25
Snowsuits (adult)	1.40
Uniforms: Business	1.25
Vests:	
Wool	.50
Fancy white	.75
Sheep-lined	1.00

Men's Hat

Bathrobes: Silk lined	1.50
Breeches: Riding, leather faced	.65
Caps:	
Silk	.65
Fur	1.00
Coats: ⁵	
Cravenette, lined (with cleaning)	3.00
Lamb, dry cleaned; sent to furrier.	
Fur lined, dry cleaned ⁶	3.25
Extra, zipper lining (reversible add 25 cents to regular charge)	1.00
Additional charge for waterproofing	1.00
Suits: 1-piece plain	1.25
Gloves:	
Fur-lined	.65
Hats:	
Sailor straw	1.60
Bindings:	
Inside band	.80
Outside band	.80
Other enteries (factory job)	3.25
Jackets:	
Velvet	.75
Heavy 3/4-inch length	1.60
Lumberjacks:	
Wool, light	1.00
Wool, heavy	1.60
Raincoats: Rubber or rubberized	1.60
Scarfs:	
Silk or wool:	
Small	.50
Large	.75
Spats	.50
Suits:	
Wool, 2- or 3-piece	1.25
Extra trousers	1.80

Ladies' Apparel

Blouses, silk, wool or knitted:	
Plain, short sleeve	.65
Plain, long sleeve	.70
Pleated and fancy, extra	.85

¹Press only, \$0.95.

²Press only, \$0.35.

³Extra charge for fur collars:

Small 2.10

Large 2.95

⁴With cravenetting \$4.25.

Ladies' Apparel—Continued

Coat:	
Lightweight	\$1.50
Unlined	1.35
Shorty	1.20
Heavy (no fur)	1.85
Ordinary fur trim	2.10
Extra heavy, fur trim, fur sleeves, tux style, etc.	2.95
Plush	3.25
Heavy pile and Teddy Bears (¾ length, full length, fur lined coats, dry cleaned, fur collars and cuffs, extra)	3.25
Dress:	
Plain, under 25 pleats (except white)	1.25
White	1.40
2-piece white dress	1.65
Plain, two-piece dress	1.35
Ensemble plain:	
2-piece plain sleeveless, jacket and blouse	2.75
2-piece dress and long coat	2.55
3-piece skirt, blouse and jacket	2.75
Fancy, or pleated except accordion or sun-burst very simple formal	1.75
Formal:	
Ordinary	3.00
Elaborate (or simple wedding gown)	5.75
Wedding, elaborate with train or sunburst pleated dress	8.00
Housecoat: Plain or quilted	1.50
Jacket:	
Wool or gabardine	.75
Lightweight, silk, rayon or cotton unlined, dress jacket	.70
White flannel	.75
Velvet	1.00
Windbreakers:	
Unlined, short, medium weight	.75
¾-inch length	1.60
Negligee	1.75
Skirt:	
Plain (to 25 pleats)	.65
Wool (plain) velvet, and white flannel	.85
Ballerina and full pleated	1.00
Slacks	.65
Suit	1.35
Ensemble:	
Skirt and long coat	2.10
Dress and long coat	2.80
Silk or linen 2-piece plain	1.35
White flannel, skirt and jacket	1.75
(Charge extra, pleats and fancies)	.03
Slack suit	1.30
Sweaters:	
Short sleeve	.60
Long sleeve	.65

Miscellaneous Items

Bathrobes	1.40
Breeches (riding-hiking, leather faced)	.65
Combining jackets	.75
Corsets, cotton or silk	1.50
Corselettes	1.50
Fur coats—Cleaned and glazed	5.95
Fur trimming, extra charge (small, medium, large, cuff collar (full charge))	2.10
Cuffs (small and large) with collar	2.95
Gloves	.65
Any heavy leather knit or fabric other reject	.65
Hankchiefs, silk	.35
Hats: Felt, cleaned and reblocked	1.25
Straw, plain, cleaned and reblocked	1.60
Panama, plain, cleaned and reblocked	1.60
Hostess gowns	1.75
Extra fancy	3.00
Linings (removable from coats)	1.00
Shawls: Small plain, knitted, fringed and fancies charge according to value	
Slips: Underskirts, plain, silk	1.25
Smocks	1.25

Miscellaneous Items—Continued

Stepins: Silk	\$1.00
Scarves	.50
Snowsuits (adult)	1.40
Raincoats: Charge in addition to cleaning	1.60
Waterproof, full garment	1.00
Waterproof, half garment	.50
Bathrobes, lined or quilted	1.50
Blouses, boucle	.85
Fur trimming, extra charge (full fur sleeves, one fur front or two fur fronts or fur trim bottom, half-way or fur trim bottom around)	2.95
Collar and cuff sets, lace, linen and silk (plain)	.75
Pleated and fancy	.75 to 1.25
Dress (ensemble, 3-piece, skirt, blouse or jacket):	
With full-length coat	3.45
With ¾-length coat (charge extra for pleats and fancies 3 cents pleat)	3.30
Velvet, afternoon dress	1.75
Velvet, steam only	1.00
Evening gowns:	
Full skirt, with sleeves	3.00
Full skirt, net double	5.75
Full skirt, net triple	8.00
Extra fancy	8.00
Jackets:	
Suede	.75
Windbreakers, heavy	1.60
Jumpers: Pleats and fancies extra (full charge)	1.25
Slips:	
Formal	1.35
Extra fancy (pleats extra 3 cents)	1.35
Snow and ski suits:	
Reversible or zip lining	1.75
Sheep skin lining	2.50
Helmet	1.00
Suits:	
3-piece, skirt, jacket and ¾ coat	2.60
3-piece, skirt, jacket and long coat	2.80
Velvet 2-piece skirt and jacket	1.75
Riding, 2-piece plain unlined, lined or leather facing	1.30
Vestees:	
Small silk or lace	.60
Medium	.65
Large	.75
Wraps:	
Silk unlined or lined	1.75
Velvet, unlined or lined	2.50
Formal coat	2.50

Dye Work Price List

Any shirt, trousers, skirt, add \$2.25 to cleaning charge.
Any dress, add \$3.25 to cleaning charge.
Any coat, suit (ladies' or men's), household items, add \$4.35 to cleaning charge.
Minimum deposit on all dye work, \$1.00.

Effective date. This special order shall become effective September 11, 1952.

TIGHE E. WOODS,
Director of Price Stabilization.

SEPTEMBER 10, 1952.

[F. R. Doc. 52-10033; Filed, Sept. 10, 1952; 4:22 p. m.]

[Ceiling Price Regulation 34, Supplementary Regulation 16, Special Order 3]

GENERAL MOTORS CORP.

CEILING PRICE FOR WHOLESALE LABOR WARRANTY SERVICES ON MODEL ICMR-12, "ZERO SELF-SERVER"

Statement of considerations. This Special Order 3, issued upon application of General Motors Corporation, 3044 West Grand Boulevard, Detroit, Michi-

gan, pursuant to section 3 of Supplementary Regulation 16 to Ceiling Price Regulation 34, establishes the ceiling price for first-year wholesale labor warranty services rendered to General Motors Corporation, or its authorized distributors or dealers, on Model ICMR-12, "Zero Self-Server", by dealers who have not sold the commodity to be serviced or by central service firms.

Section 3 of Supplementary Regulation 16 to Ceiling Price Regulation 34 provides that a manufacturer who is offering for sale a new model of an existing commodity, and who has customarily set or proposed uniform prices that have been adopted throughout the United States for wholesale labor warranty services sold by its dealers, or by central service firms, to it or its distributor organization, as an incident of the sale of commodities, may apply to the Office of Price Stabilization, Service Trades Branch, Washington 25, D. C., for a ceiling price for each new wholesale labor warranty service.

Model ICMR-12, "Zero Self-Server", is a new model of an existing commodity manufactured by General Motors Corporation which has customarily set or proposed uniform prices that have been adopted throughout the United States for wholesale labor warranty services sold by its dealers or by central service firms to it, or its distributor organization, as an incident of the sale of commodities.

The contracts General Motors Corporation has with its authorized dealers require the dealers to provide labor warranty services to customers to whom they sell commodities, without any charge to anyone other than their markup on the commodity. If the dealer who sells the commodity, however, has no service department, or if one dealer sells in another dealer's service area, or if the customer moves from one service area to another, and in some other circumstances, the dealer who sells the commodity is not required to provide such warranty services, but he is required to pay a uniform price, set by General Motors Corporation, to his distributor who in turn will pay that price to another dealer, or to a central service firm, to provide such labor warranty services. When the commodity to be serviced is located in the service area of a different distributor, the distributor whose dealer sold the commodity pays the price for the labor warranty service to General Motors Corporation which in turn pays it to the distributor in whose service area the commodity is located, who in turn pays it to a dealer or central service firm to provide labor warranty services.

The ceiling price established by this Special Order is based upon anticipated direct labor costs of rendering the wholesale labor warranty service, and is in line with the ceiling prices for comparable wholesale labor warranty services furnished to General Motors Corporation. This ceiling price does not include the cost of new parts, which will be furnished by General Motors Corporation without charge to anyone.

This Special Order applies only to wholesale labor warranty services furnished to General Motors Corporation, or to its distributors or dealers, by dealers

who have not sold the commodities to be serviced, or by central service firms.

Special provisions. For the reasons set forth in the Statement of Considerations and pursuant to section 3 of Supplementary Regulation 16 to Ceiling Price Regulation 34, this Special Order is hereby issued.

1. The ceiling price which General Motors Corporation, 3044 West Grand Boulevard, Detroit, Michigan, may pay for first-year wholesale labor warranty services, exclusive of new parts which will be furnished by General Motors Corporation without charge to anyone, on the commodity described below, to central service firms or dealers who have not sold the commodity, and which such central service firms or dealers may charge General Motors Corporation or its distributors or dealers for such services is as follows:

	<i>Ceiling Price for first-year Wholesale Labor Warranty Services</i>
Commodity	
Model ICMR-12, "Zero Self-Server"--	\$28.25

2. Section 18 (c) of Ceiling Price Regulation 34 does not apply to services covered by this Special Order. All other provisions of Ceiling Price Regulation 34 except as changed by this Special Order remain in effect as to such services.

3. This Special Order, or any provision thereof, may be revoked, suspended, or amended by the Director of Price Stabilization at any time.

Effective date. This Special Order shall become effective September 11, 1952.

TIGHE E. WOODS,
Director of Price Stabilization.

SEPTEMBER 11, 1952.

[F. R. Doc. 52-10060; Filed, Sept. 11, 1952;
11:41 a. m.]

DEPARTMENT OF JUSTICE

Office of Alien Property

[Vesting Order 19010]

HERMAN KRAETZER

In re: Certificate of Beneficial Interest owned by Herman Kraetzer, also known as Hermann Kraetzer. F-28-31970.

Under the authority of the Trading With the Enemy Act, as amended (50 U. S. C. App. and Sup. 1-40); Public Law 181, 82d Cong., 65 Stat. 451; Executive Order 9193, as amended by Executive Order 9567 (3 CFR 1943 Cum. Supp.; 3 CFR 1945 Supp.); Executive Order 9788 (3 CFR 1946 Supp.) and Executive Order 9989 (3 CFR 1948 Supp.), and pursuant to law, after investigation, it is hereby found:

1. That Herman Kraetzer, also known as Hermann Kraetzer, whose last known address is Schneverdingen, Hansalen No. 10, Germany, on or since December 11, 1941, and prior to January 1, 1947, was a resident of Germany and is, and prior to January 1, 1947, was, a national of a designated enemy country (Germany);

2. That the property described as follows: All rights and interest in and under one (1) Austin State Bank Certificate of Beneficial Interest, numbered 6604,

dated December 16, 1935, said certificate registered in the name of Herman Kraetzer,

is property which is and prior to January 1, 1947, was within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Herman Kraetzer, also known as Hermann Kraetzer, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That the national interest of the United States requires that the person identified in subparagraph 1 hereof, be treated as a person who is and prior to January 1, 1947 was a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 9, 1952.

For the Attorney General.

[SEAL] ROWLAND F. KIRKS,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 52-10027; Filed, Sept. 12, 1952;
8:53 a. m.]

[Vesting Order 19003]

HUGO DRESBACH ET AL.

In re: Securities owned by Hugo Dresbach, and others. F-28-31927.

Under the authority of the Trading With the Enemy Act, as amended (50 U. S. C. App. and Sup. 1-40); Public Law 181, 82d Cong., 65 Stat. 451; Executive Order 9193, as amended by Executive Order 9567 (3 CFR 1943 Cum. Supp.; 3 CFR 1945 Supp.); Executive Order 9788 (3 CFR 1946 Supp.) and Executive Order 9989 (3 CFR 1948 Supp.), and pursuant to law, after investigation, it is hereby found:

1. That the persons whose names are listed below, who there is reasonable cause to believe on or since December 11, 1941, and prior to January 1, 1947, were residents of Germany, are, and prior to January 1, 1947, were, nationals of a designated enemy country (Germany);

National:	Office of Alien Property File No.
Hugo Dresbach.....	F-28-31922
A. Gereau.....	F-28-31923
Dr. H. Gruenberg.....	F-28-31924
John Hering.....	F-28-31925
A. and J. Holfelder.....	F-28-31927
John J. Holfelder.....	F-28-31923
M. Kennedy.....	F-28-31930
Curt Smith.....	F-28-31933
Theodore Tietze.....	F-28-31934

2. That the property described as follows:

a. Three (3) Turkish Republic 7½ percent bonds of 1933, each of Fr. 500 face value numbered as listed below:

1759329 of the 3d Series,
1759321 of the 3d Series,
1759322 of the 3d Series,

said bonds presently in the custody of the Attorney General of the United States in safekeeping account numbered 66200029 and owned by Hugo Dresbach, together with any and all rights in, to and under said bonds,

b. Any and all rights and interests in, to and under four (4) certificates (left-overs III) one (1) at a face value of Fr. 12 and three (3) at Fr. 100 each, exchangeable for "Obligations de la Dette Turque" 7½ percent 1933, dated April 14, 1934, presently in the custody of the Attorney General of the United States in safekeeping account No. 66200029, and owned by Hugo Dresbach,

c. Any and all rights and interests in, to and under twenty (20) Ottoman "A" Temporary Receipts, 1933 at a face value of Fr. 500 each, presently in the custody of the Attorney General of the United States in safekeeping account No. 66200029, and owned by Hugo Dresbach,

d. One (1) Schatzschein der Stadtgemeinde Wien, Series B 5 percent bond having a face value of Kr. 1,000, numbered 12201, and due May 15, 1920, said bond presently in the custody of the Attorney General of the United States in safekeeping account numbered 66200030 and owned by A. Gereau, together with any and all rights in, to and under said bond,

e. Seven (7) Hungarian Treasury, 6 percent, 1929, bonds, each of Sv. Fr. 50 face value, numbered as listed below:

A 010.424	A 033.494
A 010.435	A 034.530
A 010.433	A 034.679
A 010.433	

said bonds presently in the custody of the Attorney General of the United States in safekeeping account numbered 66200032 and owned by Dr. H. Gruenberg, together with any and all rights in, to and under said bonds,

f. Any and all rights and interests in, to and under thirty-five (35) Hungarian Coupons at a face value of Fr. 50 each, represented by seven (7) sheets of coupons containing numbers 76/80 each, past due, presently in the custody of the Attorney General of the United States in safekeeping account No. 66200033, and owned by John Hering,

g. Fifty (50) shares of no par value capital stock of Ohio Kentucky Gas Company (West Virginia), being a portion of one hundred (100) shares, evidenced by certificate numbered 1546, presently in the custody of the Attorney General of the United States, in safekeeping account No. 66200035, and owned by A. and J. Holfelder, together with all declared and unpaid dividends on said fifty (50) shares,

h. Any and all rights and interests in, to and under two (2) certificates (left-overs III) one (1) at a face value of Fr. 68 and one (1) at Fr. 100, exchangeable for "Obligations de la Dette Turque" 7½ percent 1933, dated December 20, 1933,

presently in the custody of the Attorney General of the United States in safekeeping account No. 66200035, and owned by A. and J. Holfelder,

i. Any and all rights and interests in, to and under six (6) certificates (left-overs II) four (4) at a face value of Fr. 100 each, one (1) at Fr. 80 and one (1) at Fr. 6, exchangeable for "Obligations de la Dette Turque" 7½ percent 1933, dated 1933/4, presently in the custody of the Attorney General of the United States in safekeeping account No. 66200035, and owned by A. and J. Holfelder,

j. Any and all rights and interests in, to and under five (5) certificates (left-overs II) four (4) at a face value of Fr. 100 each and one (1) at Fr. 86, exchangeable for "Obligations de la Dette Turque" 7½ percent 1933, dated February 28, 1934, presently in the custody of the Attorney General of the United States in safekeeping account No. 66200036, and owned by John J. Holfelder,

k. Any and all rights and interests in, to and under two (2) certificates (left-overs III) one (1) at a face value of Fr. 68 and one (1) at Fr. 100, exchangeable for "Obligations de la Dette Turque" 7½ percent 1933, dated February 26, 1934, presently in the custody of the Attorney General of the United States in safekeeping account No. 66200036 and owned by John J. Holfelder,

l. Any and all rights and interests in, to and under three (3) certificates (left-overs III) one (1) at a face value of Fr. 52 and two (2) at Fr. 100 each, exchangeable for "Obligations de la Dette Turque" 7½ percent 1933, presently in the custody of the Attorney General of the United States in safekeeping account

No. 66200039, and owned by M. Kennedy,

m. Two (2) Vienna 4½ percent bonds, 1917, each of Kr. 5000 face value, numbered as listed below:

Series 06,258, No. 003

Series 06,260, No. 002

said bonds presently in the custody of the Attorney General of the United States in safekeeping account numbered 29200057 and owned by Curt Smith, together with any and all rights in, to and under said bonds,

n. Fourteen twenty-fifths ($\frac{14}{25}$ ths) interest in one (1) Vienna 5 percent bond, 1924, Series C, numbered 07604 of Kr. 5000 face value, presently in the custody of the Attorney General of the United States in safekeeping account No. 29200057, and owned by Curt Smith, together with any and all rights thereunder and thereto,

o. Any and all rights and interests in, to and under five (5) certificates (left-overs II) four (4) at a face value of Fr. 100 each and one at Fr. 92, exchangeable for "Obligations de la Dette Turque" 7½ percent 1933, presently in the custody of the Attorney General of the United States in safekeeping account No. 66200059, and owned by Theodore Tietze,

p. Any and all rights and interests in, to and under one hundred and four (104) Bagdad Trust Receipts Series II, 4 percent at a face value of Fr. 500 each, numbered 0139401/504, inclusive, presently in the custody of the Attorney General of the United States in safekeeping account No. 66200059, and owned by Theodore Tietze, and

q. Any and all rights and interests in, to and under sixteen (16) Ottoman "A" Trust Receipts at a face value of Fr. 500 each, numbered 0511826/41 inclusive,

presently in the custody of the Attorney General of the United States in safekeeping account No. 66200059, and owned by Theodore Tietze,

is property which is and prior to January 1, 1947 was within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid nationals of a designated enemy country (Germany);

and it is hereby determined:

3. That the national interest of the United States requires that the persons identified in subparagraph 1 hereof, be treated as persons who are and prior to January 1, 1947, were nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 9, 1952.

For the Attorney General.

[SEAL] ROWLAND F. KIRKS,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 52-10025; Filed, Sept. 13, 1952;
8:52 a. m.]